



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 1, 2021

SUBJECT: Consider items associated with ±1,050 acres of property located north of Shepherd Avenue generally between Sunnyside Avenues and North Carson Avenue (Big Dry Creek Dam).

a. Consider Approval – Res. 21-\_\_\_\_, A request authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group for the preparation of an Environmental Impact Report (EIR) and related services.

b. Consider Approval – Res. 21-\_\_\_\_, A request allowing for the preparation and submittal of an application to the Fresno County Local Agency Formation Commission to amend the City of Clovis Sphere of Influence to include ±1,050 acres.

**Staff:** Ricky Caperton, Senior Planner

**Recommendation:** Approve

ATTACHMENTS:

1. September 14, 2020 Council Staff Report
2. September 14, 2020 Council Minutes
3. De Novo Planning Group EIR Proposal
4. Neighborhood Meeting Comment Letter
5. Res. 21-\_\_\_\_, Consultant Agreement
6. Res. 21-\_\_\_\_, LAFCo Application Submittal

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

Staff recommends that the City Council approve requests authorizing the City Manager to execute a consultant agreement between the City of Clovis and De Novo Planning Group (De Novo) for the preparation of an Environmental Impact Report (EIR) and related services, and for submittal of an application to the Fresno County Local Agency Formation Commission

(LAFCo) to amend the City of Clovis Sphere of Influence (SOI) to include  $\pm 1,050$  acres shown below in **Figure 1**.

**EXECUTIVE SUMMARY**

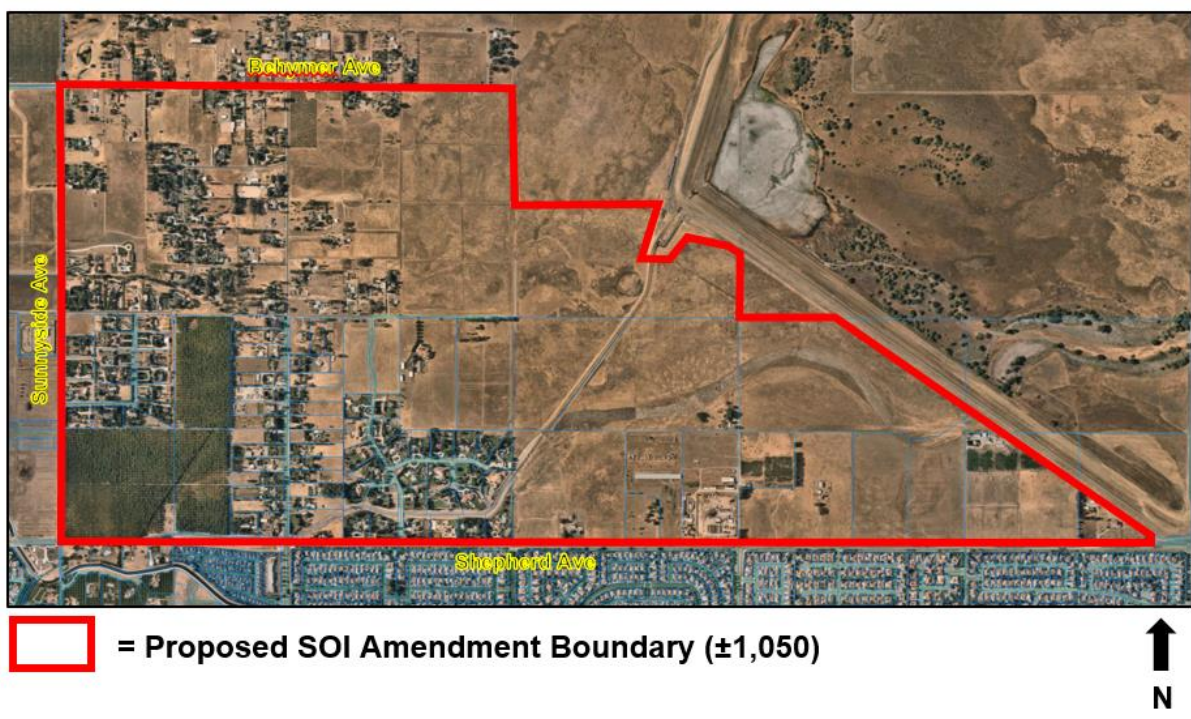
On September 14, 2020, the City Council considered information by staff and the applicant, Wilson Premier Homes, for a request to amend the City of Clovis SOI to include  $\pm 825$  acres north of Shepherd Avenue. Ultimately, Council provided direction for staff to proceed with the request albeit with slightly increased acreage for purposes of creating a more “logical boundary,” for a total of  $\pm 1,050$  acres shown below in **Figure 1**.

In addition, staff was directed to hold a public meeting with property owners located within the revised boundary within an 800 foot radius outside of the boundary, as well as with property owners within the Dry Creek Preserve (DCP) area – south of the proposed SOI amendment boundary.

In response to Council direction, staff has since conducted interviews for selection of an EIR consultant, and held a neighborhood meeting with property owners in and around the proposed SOI boundary.

This staff report provides a summary of progress that has occurred since the September 14 Council hearing, followed by a staff recommendation for Council approval of requests to allow the City to enter into an agreement with the EIR consultant, and submit an application to LAFCo for the SOI amendment.

**FIGURE 1**  
**Proposed SOI Amendment Boundary**



Staff is also requesting Council approval to submit an application to LAFCo for the amendment to the City's SOI. The purpose for submitting an application prior to completion of the EIR is for LAFCo to begin preparation of the Municipal Services Review (MSR) study concurrent with the environmental analysis. The MSR is a required component of the SOI amendment process and analyzes the City's ability to serve the proposed area. The MSR analyzes public services including utilities and infrastructure, police, and fire to ensure sufficient capacity to serve the area generally within a 20 to 25-year period.

If staff's request is approved by Council, staff would begin preparation of and submittal of the LAFCo application which would allow concurrent preparation of the MSR while the EIR is prepared. This concurrence results in greater efficiency in the process and can save up to a year of time.

## **BACKGROUND**

This section serves as a brief summary to the timeline of events related to the applicant's request. For a more detailed background, please refer to the September 14, 2020 City Council staff report and minutes from that hearing, included as **Attachment 1** and **Attachment 2**, respectively.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant's representative submitted a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presented the request to the City Council for consideration and seeking direction. Council ultimately directed staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.
- **March 2020:** Staff received direction from City Council to move forward and prepare environmental studies related to approximately 75 acres of land at the northeast corner of Shepherd and Sunnyside Avenues, and to include the neighborhood at the corner of Perrin and Sunnyside Avenues as part of the environmental review.
- **April 2020:** Following Council direction at the March 2, 2020 hearing, the applicant requested via email on April 20, 2020 that the project be placed on hold due economic uncertainty in the housing industry as a result of COVID-19.
- **July 2020:** Applicant requested that staff continue the process and release a request for proposal (RFP) for preparation of an Environmental Impact Report and related studies.

- **August 2020:** Following release of the RFP, the applicant requested a revision to the SOI boundary to include an additional 750 acres, for a total SOI expansion of 825 acres.
- **September 2020:** Staff received direction from City Council to move forward with the process of amending the Clovis SOI, and conduct a neighborhood outreach meeting with property owners within the expanded SOI of ±1,050 acres (see **Figure 1** above).
- **November 2020:** Staff held a neighborhood meeting with property owners in and around the proposed SOI amendment.

### **PROPOSAL AND ANALYSIS**

The following provides a summary of the EIR consultant selection process, followed by a recommendation by staff for a consultant, as well as a summary of the neighborhood meeting that occurred following the September 14, 2020 Council hearing. Lastly, a summary of the request for submittal of an application to LAFCo is provided.

#### **Environmental Impact Report**

In July 2020, the City issued a Request for Proposal (RFP) for preparation of an EIR to assess the potential environmental impacts associated with an amendment to the City's SOI. In total, eight (8) proposals were received and staff invited four (4) to participate in interviews. The interview panel consisted of City staff from various departments, as well as members of the applicant's team. Following the interviews, the panel determined that De Novo had best demonstrated a substantial amount of experience in similar project types, and had a competitive cost proposal and timeline.

De Novo's Principal/Co-Founder, Steve McMurtry, will serve as a primary point of contact and project manager. Mr. McMurtry has many years of experience preparing environmental analyses on similar projects. In addition, De Novo's transportation subconsultant, LSA Associates, has a local office and is a leading expert in assessing Vehicle Miles Traveled (VMT) – the new metric for assessing traffic impacts under the California Environmental Quality Act (CEQA). Ultimately, staff is confident De Novo is the most qualified for the preparation of the EIR. A full scope of work and budget for the project can be found in **Attachment 3** to this staff report.

As part of the EIR process, water and sewer studies will also be prepared using locally-based consultants. These studies are initiated by City staff using consultants that currently prepare water and sewer studies as needed for projects. This results in greater efficiencies since the analyses would be prepared by consulting firms already familiar with the City's water and sewer infrastructure and capacity.

The anticipated timeline for completion of the EIR is approximately 12 to 14 months. Upon completion, staff would return to Council for certification of the EIR and, if certified, would be a critical component to having a "complete" application with LAFCo.

The total consultant cost for completion of the EIR is \$448,928.70. This includes \$408,117.00 for the EIR plus a 10% contingency of \$40,811.70. The contingency amount is to cover unforeseen changes and/or overages throughout the contract and allows administrative approval for use of those funds if needed. Further, water and sewer studies are anticipated at an additional  $\pm$ \$40,000. Although the water and sewer studies are typically initiated by the City, the cost is passed along to the applicant. Lastly, the City imposes an administrative cost for time associated with managing the EIR process which is 15% of the cost of the EIR. Thus, \$67,339.31 would be added to the cost of the EIR. In summary, the total cost of preparation of the EIR is \$516,268.01 ( $\$448,928.70 + \$67,339.31$ ), in addition to  $\pm$ \$40,000 for water and sewer studies.

While a majority of this cost will be borne by the applicant(s), staff is recommending that the City fund a small portion of the overall cost. This is due to the fact that the City receives some benefit of the applicant's request by encompassing a portion of 2014 Clovis General Plan Focus Area 13, as well as a result of Council expanding the boundary at the September 14, 2020 hearing. While the additional acreage by Council creates a more "logical boundary," the increase resulted in a slight increase to the cost of the EIR. Thus, a cost-share is appropriate.

While Wilson Premier Homes is the primary applicant, an additional property owner (Harlan Land Co.) has elected to be part of the EIR for purposes of analyzing their property at a "project-level." Thus, a small portion of the total EIR cost will be funded by Harlan Land Co. An agreement between the City and the applicant(s) will be prepared to memorialize the details of cost-sharing.

Additional detail regarding the recommended cost sharing is provided in the "Fiscal Impact" section below.

### **Neighborhood Meeting**

Immediately following the September 14, 2020 Council hearing, staff immediately began planning a neighborhood meeting for input from property owners within the proposed SOI amendment boundary, within 800 feet of the boundary, and property owners within the Dry Creek Preserve (DCP) area. In total, approximately 1,200 neighborhood meeting notices were mailed.

In short, many of the questions entertained at the neighborhood meeting related to procedure, timeline of the project and process, and ability to access water and/or sewer, as well as impacts to existing wells and septic tanks. Other concerns related to maintaining a "rural" lifestyle, traffic, and impacts induced by urbanization of the area. One comment letter was provided which included several signatures from property owners in the area, which is included as **Attachment 4**. In general, the comment letter requested that the SOI amendment be "denied" on the basis of the proposed SOI amendment contradicting the *2010 San Joaquin Valley Blueprint* and the *2014 Clovis General Plan*.

In addition to holding a neighborhood meeting, staff has developed a webpage on the City's website dedicated to the project. This includes up-to-date information regarding the project, timeline of events to date, upcoming meetings/hearings, and prior staff reports related to the

project. The webpage also provides a mechanism for submitting comments directly to staff. The website address is: <http://cityofclovis.com/planning-and-development/planning/planning-projects/shepherd-north-soi/>.

**Local Agency Formation Commission (LAFCo)**

Staff is requesting Council approval to submit an application to LAFCo for the amendment to the City’s SOI. The purpose for submitting an application prior to completion of the EIR is for LAFCo to begin preparation of the Municipal Services Review (MSR) study concurrent with the environmental analysis. The MSR is a required component of the SOI amendment process and analyzes the City’s ability to serve the proposed area. The MSR analyzes public services including utilities and infrastructure, police, and fire to ensure sufficient capacity to serve the area generally within a 20 to 25-year period.

If staff’s request is approved by Council, staff would begin preparation of and submittal of the LAFCo application which would allow concurrent preparation of the MSR while the EIR is prepared. This concurrence results in greater efficiency in the process and can save up to a year of time.

**FISCAL IMPACT**

As it relates to the immediate requests for Council consideration, as mentioned above, the City would bear a small portion of the overall cost of the EIR. Out of the total costs associated with the preparation of the EIR identified above, the City proposes to fund a total of \$89,012.07, which includes \$69,012.07 for a portion of the EIR cost, and \$20,000 for half the cost of the water and sewer studies. Adequate resources are available through the City’s General Plan Consultant funding.

The remaining portions of the cost of the EIR and water and sewer studies will be funded by the applicant(s), including \$435,587.21 by Wilson Premier Homes, which includes \$420,587.21 for their portion of the EIR and \$15,000 for water and sewer studies. Additionally, Harlan Land Co. will contribute a total of \$31,668.73, which includes \$26,668.73 for their portion of the EIR and \$5,000 for water and sewer studies. The table below shows the breakdown of costs and responsible party. All other entitlements related to the request, such as entitlement fees and/or LAFCo application fees would be paid for by the applicant(s).

	<b>EIR Cost</b>	<b>Water &amp; Sewer Study</b>	<b>Total</b>
Wilson Premier Homes	\$420,587.21	\$15,000	\$435,587.21
City of Clovis	\$69,012.07	\$20,000	\$89,012.07
Harlan Land Co.	\$26,668.73	\$5,000	\$31,668.73
<b>Total</b>	<b>\$516,268.01</b>	<b>\$40,000</b>	<b>\$556,268.01</b>

As it relates to the fiscal impact of expanding the SOI in and of itself, the impact would be minimal at the time the Sphere of Influence is changed. However, at the point of annexation and subsequent development entitlements, an impact on the City’s ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property. It is likely that, as a component of either the SOI amendment

and/or annexation, the tax-sharing memorandum of understanding (MOU) would need to be negotiated between the County of Fresno and the City.

### **REASON FOR RECOMMENDATION**

Staff is seeking City Council authorization for the City to enter into agreement with De Novo Planning Group for the preparation of an EIR related to the request to include ±1,050 acres in the City of Clovis SOI, and for staff preparation and submittal of an application to LAFCo. Authorization to proceed as requested would allow the preparation of technical studies to begin gathering and assessing in greater detail the potential impacts of the expanded SOI.

### **ACTIONS FOLLOWING APPROVAL**

If directed by City Council to proceed, the following would occur:

- Staff would finalize the consultant agreement with De Novo for the preparation of the EIR;
- Upon execution of the consultant agreement, a public EIR scoping meeting would occur providing another opportunity for public input;
- Staff would begin engaging with Fresno County staff for negotiating an amendment to the Memorandum of Understanding and Tax Sharing Agreement;
- Staff would prepare and submit an application to LAFCo so that the MSR can begin as the EIR is being prepared; and
- Staff would work with applicant on determining necessary entitlements (i.e., General Plan Amendment).

Prepared by: Ricky Caperton, AICP, Senior Planner

Reviewed by: City Manager *JH*



# CITY *of* CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 14, 2020

SUBJECT: Consider – For the City Council to provide policy direction regarding a request by Wilson Premier Homes for Council to authorize staff to begin the process to amend the City of Clovis Sphere of Influence to allow future urbanization of approximately 825 acres north of Shepherd Avenue generally between Sunnyside Avenue and North Carson Avenue (Big Dry Creek Dam).

**Staff:** Ricky Caperton, AICP, Senior Planner

**Recommendation:** Consider Policy Direction

ATTACHMENTS:

1. Justification
2. March 2, 2020 Staff Report and Minutes
3. Summary of LAFCo Phone Call (8-19-20)

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

Staff recommends that the City Council consider the information provided in this report, together with any public comments offered regarding the item, and authorize staff to proceed with processing the request by Wilson Premier Homes to pursue amending the City of Clovis Sphere of Influence (SOI) for urbanization of approximately 825 acres as shown below in **Figure 1**.

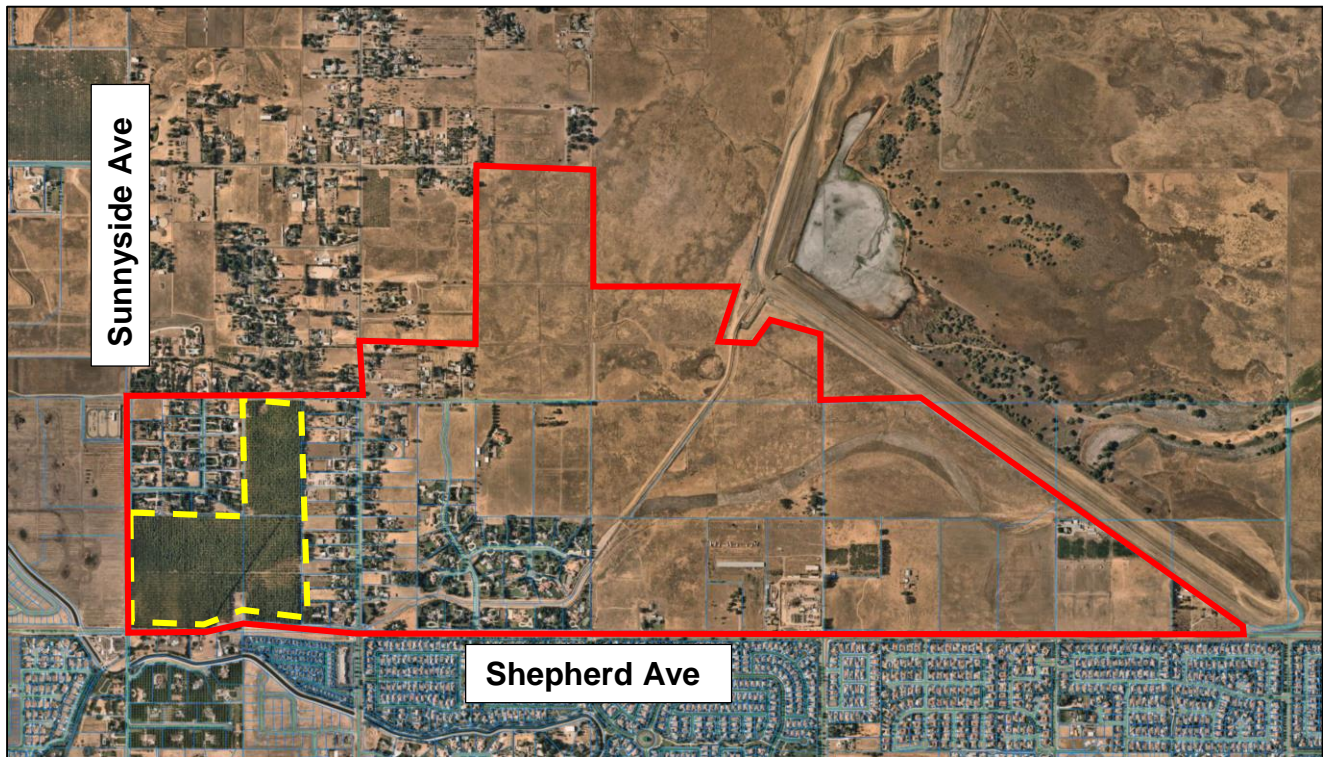
### EXECUTIVE SUMMARY

On March 2, 2020, Council provided authorization to move forward with preparation of environmental studies for the expansion and urbanization of approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues. Since then, the applicant put the project on hiatus through the Spring as a result of COVID-19. The applicant has recently decided to move forward again and requested to further expand the SOI boundary from what was previously considered to include an additional 750 acres, for a total of approximately 825 acres, as shown below in **Figure 1**.



The applicant has provided a revised justification, included as **Attachment 1**. For additional background and Council minutes regarding the applicant’s request on March 2, 2020, please refer to **Attachment 2**.

**FIGURE 1**  
**SOI Amendment Location**



 = Revised SOI Boundary (approx. 825 acres)

 = SOI Boundary Considered On March 2, 2020 (approx. 75 acres)



**BACKGROUND**

This section serves as a brief summary to the timeline of events related to the applicant’s request.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant’s representative submitted a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presented the request to the City Council for consideration and seeking direction. Council ultimately directed staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.

- **March 2020:** Staff received direction from City Council to move forward and prepare environmental studies related to approximately 75 acres of land at the northeast corner of Shepherd and Sunnyside Avenues (see **Figure 1** above), and to include the neighborhood at the corner of Perrin and Sunnyside Avenues as part of the environmental review.
- **April 2020:** Following Council direction at the March 2, 2020 hearing, the applicant requested via email on April 20, 2020 that the project be placed on hold due economic uncertainty in the housing industry as a result of COVID-19.
- **July 2020:** Applicant requested staff to continue the process and staff released a request for proposal (RFP) for preparation of an Environmental Impact Report and related studies.
- **August 2020:** Following the release of the RFP, the applicant requested a revision to the SOI boundary to include an additional 750 acres, for a total SOI expansion of 825 acres.

This report serves as an update to the March 2, 2020 hearing, and requests Council's authorization to move forward with a revised SOI amendment to now include approximately 825 total acres rather than the approximately 75 acres previously requested. With the Council's concurrence, staff will schedule a public meeting to gather input from the owners in the revised SOI boundary, plus the Dry Creek Preserve area, before returning to the Council to consider a formal resolution initiating the SOI expansion application. Further details are provided in the letter of justification provided by the applicant's representative, Dirk Poeschel of Land Development Services, Inc., included as **Attachment 1**.

## PROPOSAL AND ANALYSIS

The subject area is currently outside of the City's SOI and as a result was not considered as part of the General Plan update in 2014 or its associated Environmental Impact Report (EIR), with the exception of portions of the areas east of Armstrong Avenue – which is part of the Northeast Urban Center (Focus Area 13). As shown below on **Figure 2**, there is a mix of land use designations, including Rural Residential (west of Armstrong Avenue), Low-, Medium-, and Medium-High Density Residential, Park, and Mixed-Use Village.

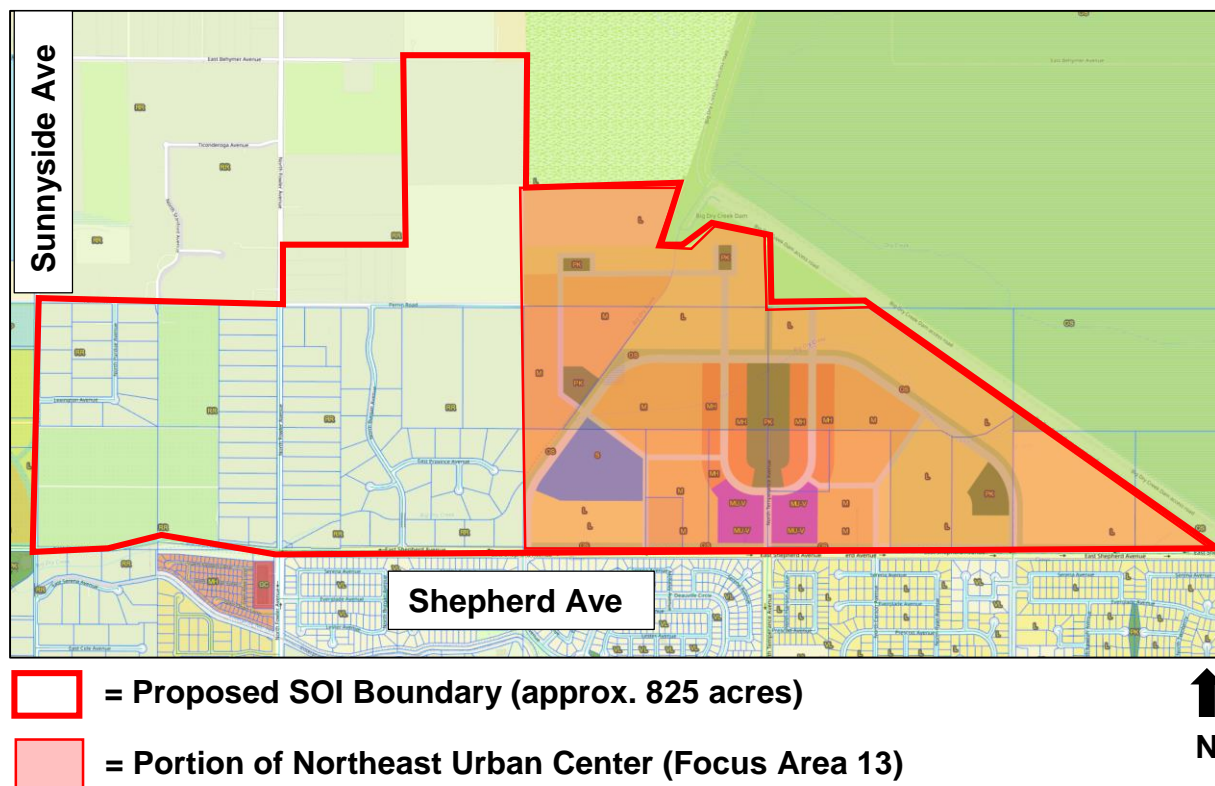
One of the key attributes of the 2014 General Plan was its identification of three (3) urban centers which is where outward growth will occur as the General Plan is implemented over the next 20 years. The applicant's revised request to expand the SOI would allow a portion of the Northeast Urban Center to be brought into the City's SOI. As State housing laws and the newly implemented vehicle miles traveled (VMT) law continue to encourage higher density housing and a mix of uses, this portion of Focus Area 13 would help to contribute to a more compact development pattern with higher density housing, as indicated in the land use designations (see **Figure 2** below).

If Council directs staff to move forward with the request, staff will continue in the process of contracting with a consulting firm to prepare technical studies for the preparation of an EIR in compliance with the California Environmental Quality Act (CEQA) and to ensure that the City has adequate services (i.e., sewer, water, police and fire) to serve the expanded area. The City would also review and update, as needed, the water and sewer master plans accordingly.

Upon selection of a consultant, staff will return to the Council with a request to enter into an agreement with the consultant to begin preparation of an EIR. A formal request for authorization for staff to proceed with an application to the Local Agency Formation Commission (LAFCo) will also be presented for the Council's consideration at that time. Following completion of the EIR and technical studies, staff will return to City Council to present the environmental findings prior to actual submittal of the LAFCo application.

During preparation of the EIR, which could take approximately one (1) year to complete, staff and the applicant will continue public outreach efforts, and engage with Fresno County and LAFCo staff. Efforts have already been made, as shown in **Attachment 3**, summarizing an applicant's recent call with LAFCo Director, David Fey. Both staff and the applicant have also contacted Fresno County regarding the revised proposal. While specific feedback from County staff was pending at the time this report was completed, no immediate objections had been raised based on informal consultation.

**FIGURE 2**  
**Current Land Use Designations**



**FISCAL IMPACT**

The impact of expanding the SOI would be minimal at the time the Sphere of Influence is changed. At the point of annexation and subsequent development entitlements, an impact on the City's ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property.

**REASON FOR RECOMMENDATION**

Staff is seeking City Council's authorization to commence processing the revised request to include approximately 825 acres in the City of Clovis SOI. The proposed boundary lies immediately adjacent to the existing City limits and SOI, and encompasses areas planned or proposed for urban development. Authorization to process the SOI expansion proposal will not commit the City to filing a formal application with LAFCo, but it will allow staff to begin conducting public outreach, preparing the environmental analysis, and evaluating public service demands.

**ACTIONS FOLLOWING APPROVAL**

If directed by City Council to proceed, staff will schedule a public meeting with the owners in the revised SOI expansion boundary, along with the owners in the Dry Creek Preserve, to inform them of the proposal and to gather their input. Following that meeting, a resolution will be brought forward for the Council's consideration authorizing staff to apply to LAFCo. This would allow staff to begin to meet with affected agencies and interested individuals, and prepare a more detailed schedule and outline steps to move forward. In general, the following would occur:

- Conduct environmental studies for the preparation of a Master Service Plan and LAFCo application;
- Update the Master Service Plan for the proposed SOI;
- Consider a general plan amendment to identify land use and intensity of land use for the area;
- Negotiate an amendment to the Memorandum of Understanding and Tax Sharing Agreement with the County of Fresno; and
- Prepare a Sphere of Influence expansion application to be considered by LAFCo.

Prepared by: Ricky Caperton, AICP, Senior Planner

Reviewed by: City Manager *JK*

**JUSTIFICATION**

**ATTACHMENT 1**

**DIRK POESCHEL**

Land Development Services, Inc.

923 Van Ness Avenue, Suite 200 • Fresno, California 93721

559/445-0374 • Fax: 559/445-0551 • email: dirk@dplds.com

September 4, 2020

Mr. Luke Serpa, City Manager  
City of Clovis  
1033 5th St.  
Clovis CA 93612

SUBJECT: Request for Council Direction to Allow a Sphere of Influence Change for  
Urbanization of the 822.40 +/- acres

Dear Mr. Serpa,

Wilson Homes, Inc. respectfully requests your council direct City of Clovis staff to request an amendment to the City of Clovis Sphere of Influence to allow the urbanization of the area identified on the attached map. Also, please find a detailed justification for the proposed request.

Discussions with senior LAFCo, Fresno County and City of Clovis will occur to accurately determine the precise Sphere of Influence boundary and the appropriate steps to allow the aforementioned sphere change. Provision of adequate utilities and services will also be required and evaluated though an Environmental Impact Report paid for Wilson Homes, Inc. or a related entity.

For these reasons, I respectfully request the Clovis City Council direct your staff to begin the amendment of the City of Clovis Sphere of Influence to allow the urbanization of the 822.40 +/- acres. Thank you for your efforts in this regard. If you have any questions please feel free to contact me.

Sincerely,



Dirk Poeschel, AICP

#### Attachments

cc. Mr. Leo Wilson  
Mr. Tod Wilson  
Mr. Jeff Harris

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## **Justification to Change the City of Clovis Sphere of Influence**

### **NE Corner of Sunnyside and E. Shepherd Avenues and Planned Urban Areas near the Big Dry Creek Reservoir**

**September 4, 2020**

#### **Project Request:**

Wilson Premier Homes, Inc., (Wilson Homes) requests the City of Clovis allow for the urban development of the property located at the north side of Shepherd Avenue, between Sunnyside Avenue and the Big Dry Creek Dam by:

1. Modifying the city's Sphere of Influence of 822.40+/- acres including 217.48+/- acres of existing rural residential uses and 407+/- acres planned for urban uses in the City of Clovis General Plan but not within the Sphere of Influence.
2. Allowing the applicant to contract with a third party to prepare an Environmental Impact Report to evaluate potential effects of the proposed project.

#### **History**

The project originally was configured to include the Spensley property and perhaps other adjacent properties to create *logical* Sphere of Influence boundary. Additional analysis by the applicant of the Clovis residential market provided impetus to include the area previously studied by the city for urban purpose adjacent to the Big Dry Creek Reservoir.

The City of Clovis will be the *lead agency* and prepare the required environmental documents for the city, LAFCo and subsequent development actions.

#### **Facts in Support of the Proposed Project**

The following facts justify the urbanization of the proposed site.

1. **What are the benefits to the City in including this site within Clovis' Sphere of Influence?**

#### **Infrastructure Completion**

Should the subject site urbanize as proposed, a significant benefit to the city and county would be the completion of E. Shepherd Ave. improvements including the land between Fowler and Sunnyside Avenues. Development of the subject site would provide for a significant portion of these street improvements and would realign the future E. Shepherd Ave. alignment in a manner that preserved existing homes located along the south side of current E. Shepherd Ave.

Improvement of this section of E. Shepherd Ave. would also improve line-of-site visibility and safety of E. Shepherd Ave. The subject tangent of roadway will be improved consistent with the E. Shepherd Ave. design speed thereby increasing traffic efficiency with related air pollution reductions while improving public safety by removing awkward curves on an urban roadway. Streetlights will also be installed which will further assist in achieving public safety for vehicular and pedestrian travel.

Among other things, the proposal will remove the last remaining unimproved tangent between Woodward Park and State Route 168. Such improvements would be in the public interest for a variety of reasons. An unintended consequence of the metropolitan area's urban boundary is to generally limit public improvements to those areas that are designated for development. This means lands not designated for development lack urban improvements.

The existing electrical poles on E. Shepherd Ave. are unsightly and are a public nuisance as they are proximate to the roadway and pose a threat to errant vehicles and bicyclists. The proposed project will underground the electrical poles adjacent to the subject roadway in accordance with City of Clovis policy.

Within the subject tangent of E. Shepherd Ave., the proposed project will install public street improvements such as curb, gutter, sidewalk, streetlights, trails and storm drainage per City of Clovis standards.

### **Completing the Logical Sphere of Influence Expansion**

The City of Clovis has anticipated growth within this area for many years. The proposal will evaluate an expansion contemplated by the adopted General Plan.

#### **2. Can the site be served with proposed and existing infrastructure?**

The site is proximate to urban infrastructure that has no capacity allocated for this planned urban area. Prior to approval of the Sphere of Influence change, the applicant in cooperation with the city will evaluate the delivery and supply of urban utilities and those required by police, fire and emergency services. Sizing and installation requirements of infrastructure would be analyzed based on a maximum density of development being sought.

All such improvements and services will be designed and constructed in accordance with City of Clovis standards.

#### **3. Is there a need for additional developable lands?**

City of Clovis staff has calculated the current number of undeveloped residential lots within the city excluding Heritage Grove. As acknowledged by city staff, a range of variables effect availability of developable lots including location, configuration, buyer's desire to sell, demand as well as other similar factors. The opportunity for development within the Dry Creek



Preserve will take decades to plan, assemble and construct for willing sellers and buyers, so it is difficult to determine what supply of lots will be generated from that area.

Due to the limited urban conversions by property owners, the Heritage Grove Specific Plan area is projected to produce less housing annually than the City of Clovis fair share housing allocation.

Within the Dry Creek area of the proposed expansion, Wilson Homes intends to plan and develop a master planned community. Such an endeavor requires a substantial area of land to provide varying housing types and amenities

**4. Would the plan amendment compromise or require reanalysis of the updated water, recycled water and sewer masterplans and the associated environmental report?**

An update to the city’s Municipal Service Review (MSR) and other plans will occur to assure adequate services are available to serve the proposed sphere addition. Analysis and review of all service delivery and other potential environmental effects will also be undertaken at the applicant’s expense.

All improvements will be developed according to applicable city standards and as service delivery assessments for the project dictate.

**5. Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?**

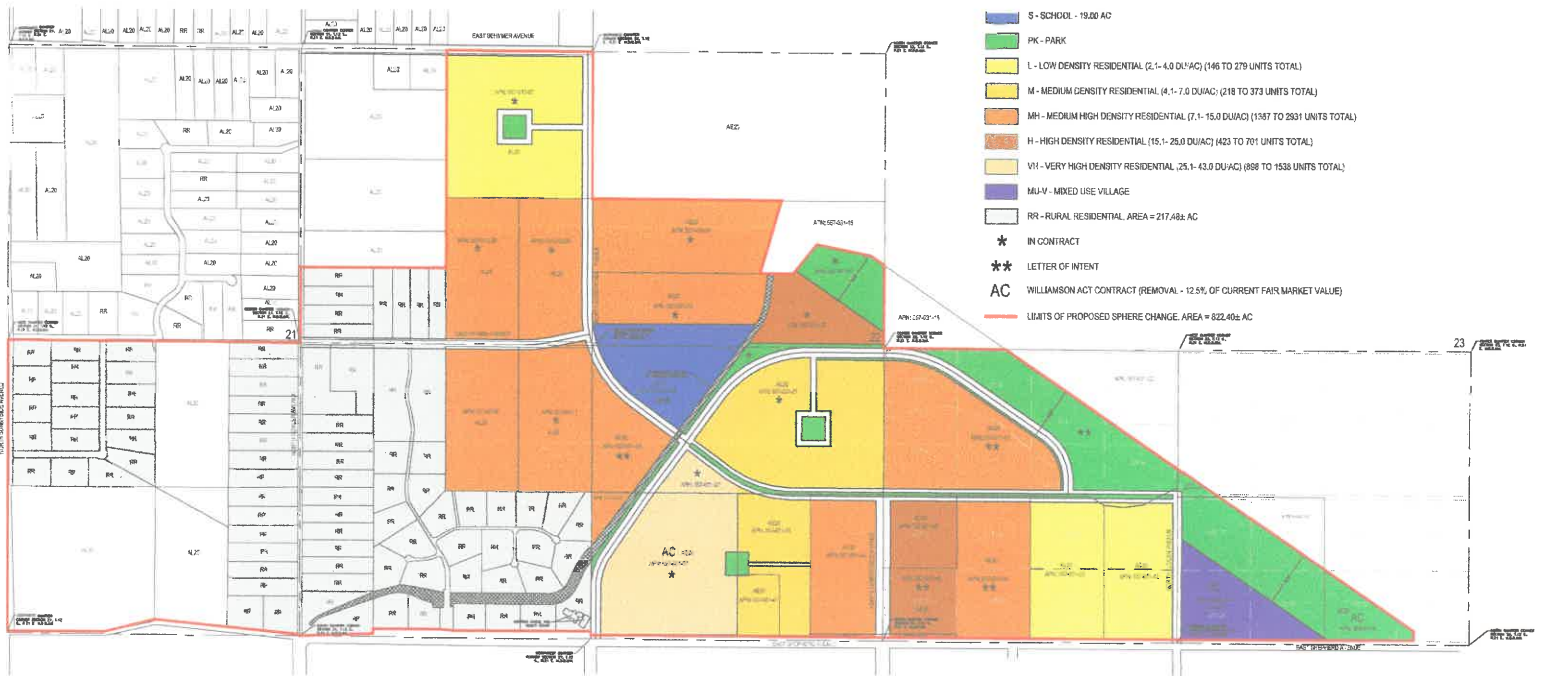
The proposed Sphere of Influence expansion would not be conditioned on a specific product or development density. Nonetheless, the applicant has committed to working with neighbors regarding development interface issues. Further, the proposed Sphere of Influence meets the LAFCO *logical boundary* criteria.

**Other Issues**

1. Urbanization of the subject site will not establish a precedent for development entitlements outside of the typical plan adoption process because of the exceptional circumstances associated with the request and the singular burden of completing the necessary public improvements by Wilson Homes.
2. The proposed project is consistent with various City of Clovis General goals or policies. For example:
  - a. Orderly and sustainable growth.
  - b. Completed streets.
  - c. Orderly development of the city general plan outside of the city boundary.
  - d. Mix of housing, lifestyle opportunities for all ages and incomes.

- e. The project will propose a density that represents a reasonable increase in residential densities established by *Smart Growth* targets.
- f. Greater efficiencies in the delivery of municipal services.
- g. Provides *Smart Growth* range of housing choices, walkable, distinctive and attractive communities.

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**MARCH 2, 2020 CITY COUNCIL STAFF REPORT AND MINUTES**

**ATTACHMENT 2**

11. Planning and Development Services – Approved – **Res. 20-16**, Resolution of Summary Abandonment for a portion of Sabre Avenue previously granted to the City of Clovis for public street and utility purposes, located in the northeast area of Clovis Avenue and Dakota Avenue.
12. Public Utilities – Approved – Waive formal bidding procedures and authorize the City Manager to execute a contract with BSK Associates to perform the 2020 Monitoring and Reporting and 5-Year Sampling at the Clovis Landfill.
13. Public Utilities – Approved – Final Acceptance for CIP 17-10 Compressed Natural Gas (CNG) Fueling System Upgrade.

## ADMINISTRATIVE ITEMS

14. **6:06** - APPROVED – UPDATE AND POLICY DIRECTION REGARDING A REQUEST FROM LEO WILSON FOR COUNCIL TO CONSIDER AN AMENDMENT TO THE SPHERE OF INFLUENCE TO ALLOW URBANIZATION OF APPROXIMATELY 75 ACRES NEAR THE NORTHEAST CORNER OF SHEPHERD AND SUNNYSIDE AVENUES. GREAT BIG LAND, INC., OWNER; LEO WILSON, APPLICANT; DIRK POESCHEL.

Senior Planner Ricky Caperton presented a report on a request to update and provide policy direction regarding a request from Leo Wilson for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately 75 acres near the northeast corner of Shepherd and Sunnyside Avenues. The applicant has requested consideration and direction from the City Council to be able to move forward with the process of amending the City's SOI to include approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues. The applicant has provided justification for the request, included as an attachment to the staff report. It is important to note that at this time, the request is only to amend the City's SOI. Prior to any development, future annexation and subsequent entitlements would be required. This request is a follow up to a September 10, 2018 Council hearing regarding the subject property. At that hearing, Council directed staff and applicant to conduct more research on the potential SOI amendment and to hold public outreach meetings regarding the request. This presentation serves as an update to Council and to request direction.

Dirk Poeschel, applicant representing the developer, commented on and spoke in favor of moving forward. Darrel Nelson, area resident, commented on the lack of water in the area. Norman Morrison, area resident, spoke in opposition and summarized the letter he had submitted. Erin Fanning, area resident, commented on a traffic report done on Nees Avenue. Joshua Lane, area resident, commented on a county study on Sunnyside Avenue. Anna Lisa Gangin, area resident, commented on traffic in the area and too much building going on in Clovis. Valarie Urie, area resident, commented on Sunnyside traffic and requested it be evaluated as part of analysis before approving the expansion of the sphere of influence. Jarod Collister, area resident, Quail Run subdivision, commented on the process, and noted some corrections to the applicant's letter of support. David Castle, area resident, commented on not being included in the discussion of the process, and questioned why the strange shape of the sphere of influence request. Robert Shuman, area resident, Quail Run subdivision north of Perrin, commented on lack of notification, the

illogical boundary, and the large number of homes being considered. Jill Polson, area resident, indicated that it was too soon to make this decision, lack of data, errors on the letter of support, Heritage Grove not being considered for future development. Area resident, south of the project, raised concerns with traffic in the area and recommended adding a traffic signal to Sunnyside and Shepherd, he also indicated that there is no need to consider this development considering the future growth in Heritage Grove. Rich Wathen, area resident, commented on the amount of money contributed to fund Shepherd Avenue, what the design of Shepherd would be, requested additional time to consider the request, and asked if what is being considered could change during the evaluation process. Paul Pierce, area resident, commented on the extent of the traffic studies, and his concerns with Fowler Avenue. Heather Weist, area resident, commented on impact of this project on the entire area, lack of proper notification, water shortage, and her desire to preserve the rural residential lifestyle, lack of usable data, traffic, and open space. Darrell Nelson, commented on lack of communication. Marcus DiBuduo, area resident, commented on the actual need for a sphere of influence change for 75 acres considering Heritage Grove and the Northeast development areas. Norman Morrison, area resident, commented on the lack of notification, and request for notification of the entire Dry Creek Preserve. Discussion by the City Council.

Motion by Councilmember Whalen, seconded by Councilmember Flores, as follows: (1) for staff to start the process for amending the sphere of influence to evaluate the 75 acres requested by the applicant plus the 18 homes to the north and west of the 75 acres known as Quail Run subdivision; (2) if LAFCo requires additional area to be included, such as the area east to Fowler Avenue, the proposed SOI request will return for Council consideration; (3) a public hearing to consider review of the Environmental Impact Report and the final Local Agency Formation Commission application will be held before the Council; and (4) in addition to regular notification, notification of public hearings will be provided to the entire Dry Creek Preserve as well as 800 feet adjacent to the area studied. Motion carried by unanimous vote.

Recess: 8:53

Reconvene: 9:00

15. **9:00 - RECEIVED AND FILED - 2020 FIVE-YEAR FINANCIAL FORECAST FOR THE CITY OF CLOVIS THROUGH FISCAL YEAR 2024-25 AND DISCUSS OPTIONS FOR BUDGET PREPARATION FOR 2020-21**

City Manager Luke Serpa presented an introduction to the 2020 Five-Year Financial Forecast. Finance Director Jay Schengel presented the 2020 Five-Year Financial Forecast for the City of Clovis through Fiscal Year 2024-25 and discussed options for budget preparation for 2020-21. The Five-Year Financial Forecast is a management tool that is updated and prepared each year to provide the City Council and City management with information on trends for the City's long-term financial condition. The Forecast represents a continuing effort to analyze the City's fiscal condition based upon a reasonable set of economic and operational assumptions. It is a very important management tool for identifying fiscal trends and issues which must be addressed early in order to assure continued financial success. This forecast shows a structural balance through 2024-25 with some ability to improve services. This report will serve as an opportunity to review the



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: March 2, 2020

SUBJECT: Consider – Update and policy direction regarding a request from Leo Wilson for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately 75 acres near the northeast corner of Shepherd and Sunnyside Avenues. Great Big Land, Inc., owner; Leo Wilson, applicant; Dirk Poeschel.

**Staff:** Ricky Caperton, AICP, Senior Planner

**Recommendation:** Approve

ATTACHMENTS: 1. Justification  
2. September 10, 2018 Staff Report and Minutes

### CONFLICT OF INTEREST

None.

### RECOMMENDATION

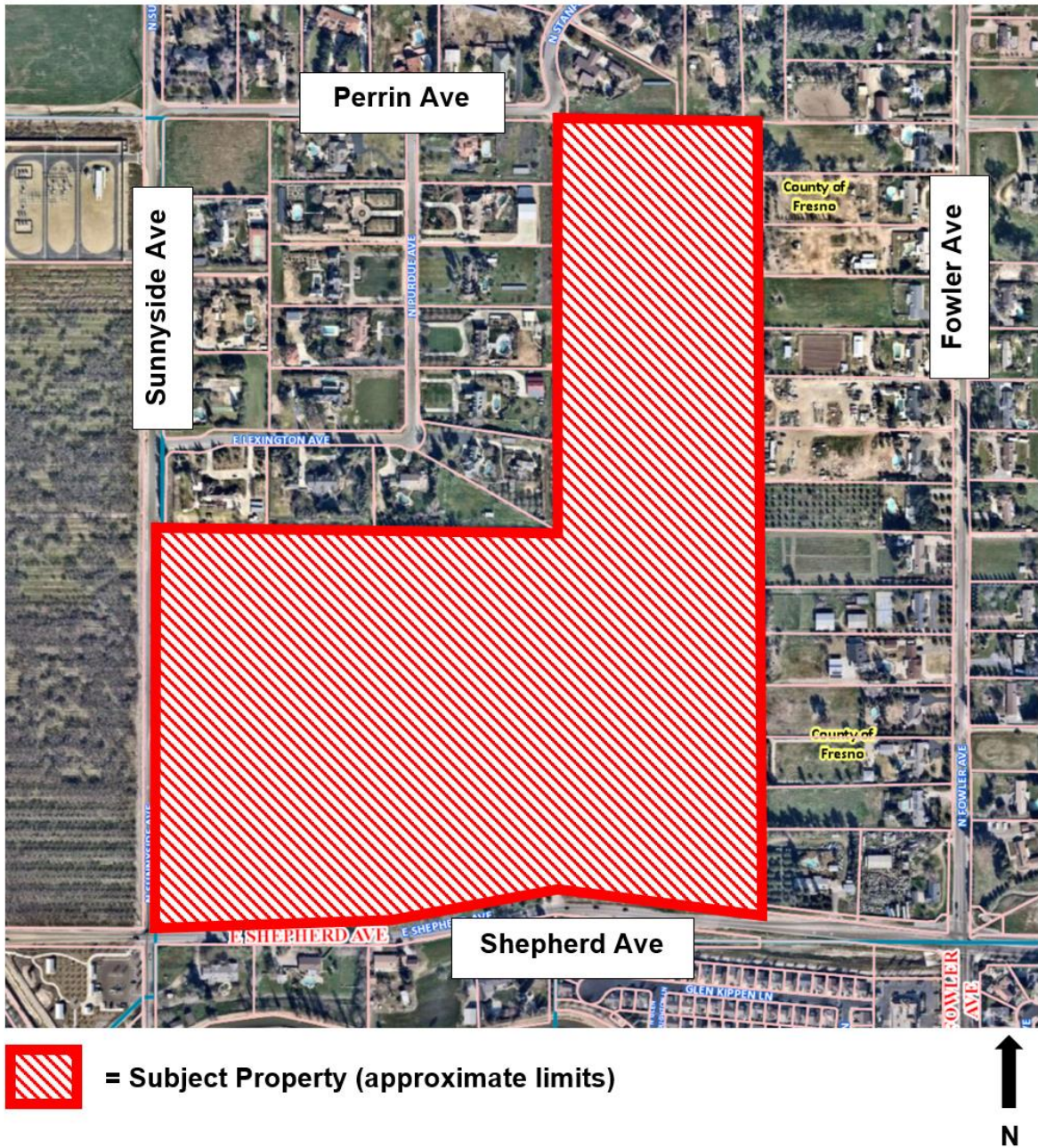
Staff recommends that the City Council consider the information provided in this report, together with any public comments offered regarding the item, and provide policy direction regarding pursuing a change to the City of Clovis Sphere of Influence (SOI) for urbanization of approximately 75 acres near the northeast corner of Shepherd and Sunnyside Avenues.

### EXECUTIVE SUMMARY

The applicant has requested consideration and direction from the City Council to be able to move forward with the process of amending the City's SOI to include approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues as shown in **Figure 1 (below)**. The applicant has provided justification for the request, included as **Attachment 1**. It is important to note that at this time, the request is only to amend the City's SOI. Prior to any development, future annexation and subsequent entitlements would be required.

This request is a follow up to a September 10, 2018 Council hearing regarding the subject property. At that hearing, Council directed staff and applicant to conduct more research on the potential SOI amendment and to hold public outreach meetings regarding the request. This staff report serves as an update to Council and to request direction. The September 10, 2018 staff report and meeting minutes are included as **Attachment 2** for reference.

**FIGURE 1**  
**Property Location**





## BACKGROUND

This section serves as a brief summary to the timeline of events related to the applicant's request. A more complete background is included in the September 10, 2018 staff report included as **Attachment 2**.

- **June 2016:** Staff received a request to allow urbanization of the subject property. Staff began an internal cursory evaluation of the request to identify potential challenges and issues that would require a more detailed evaluation to assess the feasibility of the SOI amendment.
- **June 2018:** Applicant's representative submits a request for the Council to consider direction and to allow for staff to proceed with the SOI amendment process.
- **September 2018:** Staff presents the request to the City Council for consideration and seek direction. Council ultimately directs staff to continue exploring the feasibility and to report back to City Council with an update; however, no direction was given to formally proceed at this hearing.

This report serves as an update to the September 2018 hearing, and requests Council direction to be able to move forward with the SOI amendment. Efforts following the 2018 consideration have included several neighborhood outreach meetings, as well as further research regarding the feasibility of the SOI amendment which included determining the limits of the proposed boundary of the SOI expansion. Further details are provided in the letter of justification provided by the applicant's representative, Dirk Poeschel of Land Development Services, Inc., included as **Attachment 1**.

## PROPOSAL AND ANALYSIS

The subject site is currently outside of the City's SOI and as a result was not considered as part of the General Plan update in 2014 or its associated Environmental Impact Report (EIR). As such, no City land use designation was assigned to the site and no public facilities were anticipated to serve development of the property. If Council directs staff to move forward with the request, detailed studies would be conducted as part of the SOI amendment process, as well as during other subsequent entitlements (i.e. annexation, pre-zoning, etc.), to ensure the City has adequate services (i.e. sewer, water, police and fire) to serve the subject property.

During Council's September 2018 consideration of the request, several key questions were addressed, such as ability for infrastructure to serve the site, the potential impact to City water and sewer master plans, benefits to the City, and the overall need for additional developable lands. The responses to those questions can be reviewed in **Attachment 2**.

In general, the location of the subject property along Shepherd Avenue makes access to City utility infrastructure feasible. With regard to the request affecting City sewer and water master plans, updates to these documents would be required to understand the full impact of development of the site.

Because the current request is only to expand the City's SOI, which is the early phase of a complex process, insufficient information is available to analyze the full impact to the City's water and sewer systems. These impacts, and the specific improvements required to serve future development in this area, would need to be studied at a later stage, during annexation and subsequent entitlements, at which time more details would be known, such as the land use designation and zoning.

With the relatively recent inclusion of Heritage Grove to the City's SOI, and the more recent Northeast Area, it would appear the City has sufficient developable land to accommodate housing for the foreseeable future. However, one potential benefit to the City with the subject property is the ability to improve (i.e. straighten the curve) Shepherd Avenue along the site's frontage.

With regard to the proposed sphere boundary, the applicant held multiple outreach meetings to determine where the ultimate boundary would lie. As a result of those meetings, the applicant has confirmed the intent to move forward only with the parcels shown in **Figure 1**, which limits the boundary to the potential future development area. Consideration was given to include the 18 property owners at the southeast corner of Sunnyside and Perrin Avenues, which is directly adjacent to the west of the subject property. After multiple meetings between the applicant and the neighbors, an agreement could not be reached and the applicant has chosen to move forward with the boundary as proposed. More detail regarding the outreach efforts, specifically with the 18 adjacent property owners, can be viewed in **Attachment 1**.

### **FISCAL IMPACT**

The impact of expanding the SOI would be minimal at the time the Sphere of Influence is changed. At the point of annexation, and subsequent development entitlements, an impact on the City's ability to provide services will be realized. The fiscal impacts on the City will be analyzed at the time of an annexation request for the subject property. If the Council recommends a sphere boundary beyond what is proposed, staff would return with a fiscal impact analysis.

### **REASON FOR RECOMMENDATION**

Staff is seeking City Council direction on this request to include this site in the City of Clovis Sphere of Influence. Past discussions with associated agencies have established a general method in proceeding with such a SOI expansion.

If directed to proceed, Clovis would become the lead agency in preparing environmental documents with technical material to be supplied by the applicant. Clovis would also need to negotiate an amendment to the Memorandum of Understanding and tax sharing agreement with the County of Fresno and address requirements of LAFCo.

The larger question before the Council at this time is whether the benefits received by including this site into Clovis' SOI, such as improving Shepherd Avenue and providing additional developable land, outweigh peripheral issues, such as being able to accommodate additional traffic and providing services such as water, and sewer, which may cost Clovis additional resources.

**ACTIONS FOLLOWING APPROVAL**

If directed by City Council to proceed, staff will bring back a resolution authorizing staff to apply to LAFCo. This would allow staff to begin to meet with affected agencies and interested individuals and prepare a more detailed schedule and outlines steps to move forward. In general, the following would occur:

- Conduct environmental studies for the preparation of a Master Service Plan and LAFCo application;
- Update the Master Service Plan for the subject property;
- Consider a general plan amendment to identify land use and intensity of land use for the property;
- Negotiate an amendment to the Memorandum of Understanding and Tax Sharing Agreement with the County of Fresno; and
- Prepare a Sphere of Influence expansion application to be considered by LAFCo.

Prepared by: Ricky Caperton, AICP, Senior Planner

Reviewed by: City Manager *RA*

**JUSTIFICATION**

**ATTACHMENT 1**

**Justification to Change the City of Clovis Sphere of Influence**

**NE Corner of Sunnyside and E. Shepherd Avenues**

**February 19, 2020**

**Project Request:**

Great Big Land, Inc. which is controlled by Mr. Leo Wilson (Mr. Wilson) requests the City of Clovis allow for the urban development of the property located at the north east corner of N. Sunnyside and E. Shepherd Avenues by:

- 1. Modifying the city’s Sphere of Influence to include the 75.45 +/- acres (hereinafter site) for future urbanization.
- 2. Allowing the applicant to contract with a third party to prepare an Environmental Impact Report to evaluate potential effects of the proposed project.

**History**

The subject site was considered for inclusion in the City of Clovis General Plan update but that request was not pursued due to a variety of factors principally revolving around the desire of the City of Clovis to not pursue urbanization north of Shepherd Ave. in the area proximate to the subject site. At that time, the subject site was controlled by CVEC, a partnership of Wathen Castanos and Wilson Homes. As the economy weakened, CVEC dissolved and Mr. Wilson obtained exclusive control of the subject site.

Over the past years, Mr. Wilson has pursued urbanization of the subject site. On April 18<sup>th</sup>, 2018 Mr. Wilson met with the Fresno County Local Agency formation (LAFCo), Fresno County Public Works & Development Services Director and Senior City of Clovis Administrative Office and Planning & Development staff.

The project will provide substantial public benefits to the city and county. Further, the City of Clovis will be the *lead agency* and prepare the required environmental documents for the city, LAFCo and subsequent development actions. LAFCo believed a commitment by the City of Clovis to annexing the 795 +/- acre Dry Creek Preserve and actively pursuing the annexation of the four properties south of Shepherd Ave. would alleviate annexation configuration issues. Subsequently, the agencies came to an informal agreement that annexation of the subject site into the City of Clovis is feasible.

**Facts in Support of the Proposed Project**

The following facts justify the urbanization of the proposed site.

- 1. **What are the benefits to the City in including this site within Clovis' Sphere of Influence?**

At first glance, the proposed Sphere of Influence change could appear to be inappropriate as it is an isolated request to urbanize a 75 +/- acre parcel of agricultural land. A closer review of the circumstances associated with this project indicates that it is essentially an isolated property surrounded by land that are designated for intensive urbanization. Please see the attached map.

Fresno County designated the areas proximate to the subject site for Rural Residential uses in 1977. At that time, the Rural Residential zone district was considered an *intensive* land use in the Fresno County General Plan as described in INTENSIVE DEVELOPMENT POLICIES Section 205-01 of that plan. When the Rural Residential land use designations were granted, those properties converted or were redesignated from an agricultural to a Rural Residential use. In other words, from agriculture to an intensive land use category.

Over time, as the City of Clovis has expanded its Sphere of Influence, surrounding properties have been designated for urbanization closer and closer to the subject site. Also over that time, the subject site has become essentially encircled by planned urban uses.

The agreement of Dry Creek Preserve owners to acknowledge the advantages of urbanization completes the logical expansion of urbanization in this area and specifically to the south and east of the subject site. The Dry Creek Preserve area, if not urbanized, could represent the creation of an *island* or at the very least the creation of an *illogical boundary* inconsistent with Local Agency Formation Commission (LAFCo) standards. In addition, the Dry Creek Preserve urbanization eliminated the potential LAFCo guideline conflicts, while closing the circle of urbanization around the subject site.

**Infrastructure Completion**

Should the subject site urbanize as proposed, a significant benefit to the city and county would be the completion of E. Shepherd Ave. improvements between Fowler and Sunnyside Avenues. Development of the subject site would provide for a significant portion of these street improvements and would realign the future E. Shepherd Ave. alignment in a manner that preserved existing homes located along the south side of current E. Shepherd Ave.

Improvement of this section of E. Shepherd Ave. would also improve line-of-site visibility and safety of E. Shepherd Ave. The subject tangent of roadway will be improved consistent with the E. Shepherd Ave. design speed thereby increasing traffic efficiency with related air pollution reductions while improving public safety by removing awkward curves on an urban roadway. Streetlights will also be installed which will further assist in achieving public safety for vehicular and pedestrian travel.

The City of Clovis has collected developer fees to construct the portion of E. Shepherd Ave. generally west of the intersection of Sunnyside and Shepherd Avenues. Those fees are inadequate to complete the planned improvements of E. Shepherd Ave. to N. Sunnyside Ave. Allowing the urbanization of the subject site will spend those developer fees now thereby reducing the diminishing return of those fees due to inflationary increases in construction costs. Without development on this site, city and county staffs would need to rely on grants or other funding opportunities in consideration of a cooperative project to improve Shepherd Ave.

The proposal will remove the last remaining unimproved tangent between Woodward Park and State Route 168. Such improvements would be in the public interest for a variety of reasons. An unintended consequence of the metropolitan area’s urban boundary is to generally limit public improvements to those areas that are designated for development. This means lands not designated for development lack urban improvements.

The existing electrical poles on E. Shepherd Ave. are unsightly and are a public nuisance as they are proximate to the roadway and pose a threat to errant vehicles and bicyclists. The proposed project will underground the electrical poles adjacent to the subject roadway in accordance with City of Clovis policy.

Within the subject tangent of roadway, the proposed project will install public street improvements such as curb, gutter, sidewalk, streetlights, trails and storm drainage per City of Clovis standards.

The project will extend community water and sewer lines to the northern edge of the proposed development abutting the existing rural residential development. Said extension of water and sewer lines substantially reduces the cost of future connections to that infrastructure for the rural residential owners. In conjunction with other proximate improvements, a looped water distribution system could be developed for that rural residential subdivision by others. Also, the existing temporary sewer lift station will be eliminated reducing sewer delivery and maintenance costs.

**2. Can the site be served with proposed and existing infrastructure?**

The site is proximate to urban infrastructure that has no capacity allocated for this site. Prior to approval of the Sphere of Influence change, the applicant in cooperation with the city will evaluate the delivery and supply of urban utilities and those required by police, fire and emergency services. Sizing and installation requirements of infrastructure would be analyzed based on a maximum density of development being sought.

All such improvements and services will be designed and constructed in accordance with City of Clovis standards.

**3. Is there a need for additional developable lands?**

City of Clovis staff has calculated the current number of undeveloped residential lots within the city excluding Heritage Grove. According to city staff, there are 3,214 existing or having been approved and not yet developed lots. However, this lot count represents typically by-passed, smaller lots that are not suitable for a production builder to subdivide due to their small size.

Based upon the 30-year average of 750 residential units being developed annually, there would be slightly less than a four-year supply of lots available for development. However, as acknowledged by city staff, a range of variables effect availability of developable lots including location, configuration, buyer’s desire to sell, demand as well as other similar factors. The opportunity for development within the Dry Creek Preserve will take decades to plan, assemble

and construct for willing sellers and buyers, so it is difficult to determine what supply of lots will be generated from that area.

Depending on project yield, it could take years to sell out the project that would represent only 7% to 10% of current Clovis home sales per year.

**4. Would the plan amendment compromise or require reanalysis of the updated water, recycled water and sewer masterplans and the associated environmental report?**

The City of Clovis completed and adopted the facilities master plans for water, recycled water and sewer services in conjunction with a certified Environmental Impact Report in July 2018. This site was not included in that master planning effort.

An update to the city’s Municipal Service Review (MSR) and other plans will occur to assure adequate services are available to serve the proposed sphere addition. Analysis and review of all service delivery and other potential environmental effects will also be undertaken at the applicant’s expense.

All improvements will be developed according to applicable city standards and as service delivery assessments for the project dictate.

**5. Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?**

The proposed Sphere of Influence expansion would not be conditioned on a specific product or development density. Nonetheless, the applicant has committed to working with neighbors regarding development interface issues.

Please see the attached map which identifies adjacent properties. Annexation of the Rural Residential properties to the immediate north is not proposed as the owners of these lots do not desire annexation.

Numerous meetings occurred with neighbors to the north regarding the extension of water to that subdivision. Those meeting occurred as follows:

- 1. February 7, 2019 City of Clovis Staff neighborhood outreach & informational meeting at Clovis City Hall
- 2. 2. May 10, 2019 Meeting w/neighbor representatives Rich Wathen & Jarod Fishman at Wilson Homes office
- 3. September 26, 2019 Wilson neighborhood outreach meeting re: water & annexation process at the Clovis Memorial building
- 4. October 17, 2019 Wilson 2<sup>nd</sup> neighborhood outreach meeting re: water & annexation at the Clovis Memorial building
- 5. October 22, 2019 Wilson follow-up neighborhood outreach meeting re: water



- 6. November 7, 2019 process at the Clovis Memorial building  
Wilson follow-up neighborhood meeting re: water & annexation process at Broussard Old Town conference room
- 7. December 10, 2019 Wilson follow-up meeting with neighbor representatives, Campania Restaurant
- 8. January 7, 2020 Wilson follow-up meeting with neighbor representative Rich Wathen

Mr. Wilson proposed to construct a water line through the Rural Residential subdivision at no cost to the owners. Said extension would be conditioned upon the willingness of those property owners to seek inclusion into the City of Clovis Sphere of Influence and ultimately annexing their subdivision into the city.

There is little doubt that substantial public good could be derived from the proximate Rural Residential properties connecting to a public water supply. However, the neighbors rejected the Wilson water line extension offer valued at \$800,000.00 +/- because connecting the Rural Residential subdivision to the City of Clovis water system would require the assessment of other infrastructure costs which the owners were not prepared to pay.

A previous multiyear effort of the City of Clovis and Fresno County to extend community water to the Rural Residential subdivision failed to obtain most of that area's owners support.

Properties south of the site on E. Shepherd Ave. will be provided the opportunity to be annexed in accordance with directives from Fresno County and LAFCo.

### Other Issues

1. Urbanization of the subject site will not establish a precedent for development entitlements outside of the typical plan adoption process because of the exceptional circumstances associated with the request and the singular burden of completing the necessary public improvements by Mr. Wilson.
2. The proposed project is consistent with various City of Clovis General goals or policies. For example, *General Plan Circulation Element Goal 1* seeks to achieve a context-sensitive and "complete streets" transportation network that prioritizes effective connectivity and accommodates a range of mobility needs. Other plan polices promote completion of roadway networks and directs that decisions should balance the comfort convenience and safety of pedestrians, bicyclists and motorists.
  - a. Orderly and sustainable growth.
  - b. Completed streets.
  - c. Orderly development of the city general plan outside of the city boundary.
  - d. Mix of housing, lifestyle opportunities for all ages and incomes.
  - e. The project will propose a density that represents a reasonable increase in residential densities established by *Smart Growth* targets.

- f. Greater efficiencies in the delivery of municipal services.
- g. Provides *Smart Growth* range of housing choices, walkable, distinctive and attractive communities.

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**SEPT. 10, 2018 STAFF REPORT AND MEETING MINUTES**

**ATTACHMENT 2**



# CITY of CLOVIS

## REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Planning and Development Services

DATE: September 10, 2018

SUBJECT: Consider – Policy direction regarding a request from Wilson Homes, Inc. for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately +/- 52.4 acres near the northeast corner of Shepherd and Sunnyside Avenues. L. Spensley, owner; Wilson Homes, applicant/representative.

ATTACHMENT: Exhibit "A" - Poeschel Letter of June 2018

### CONFLICT OF INTEREST

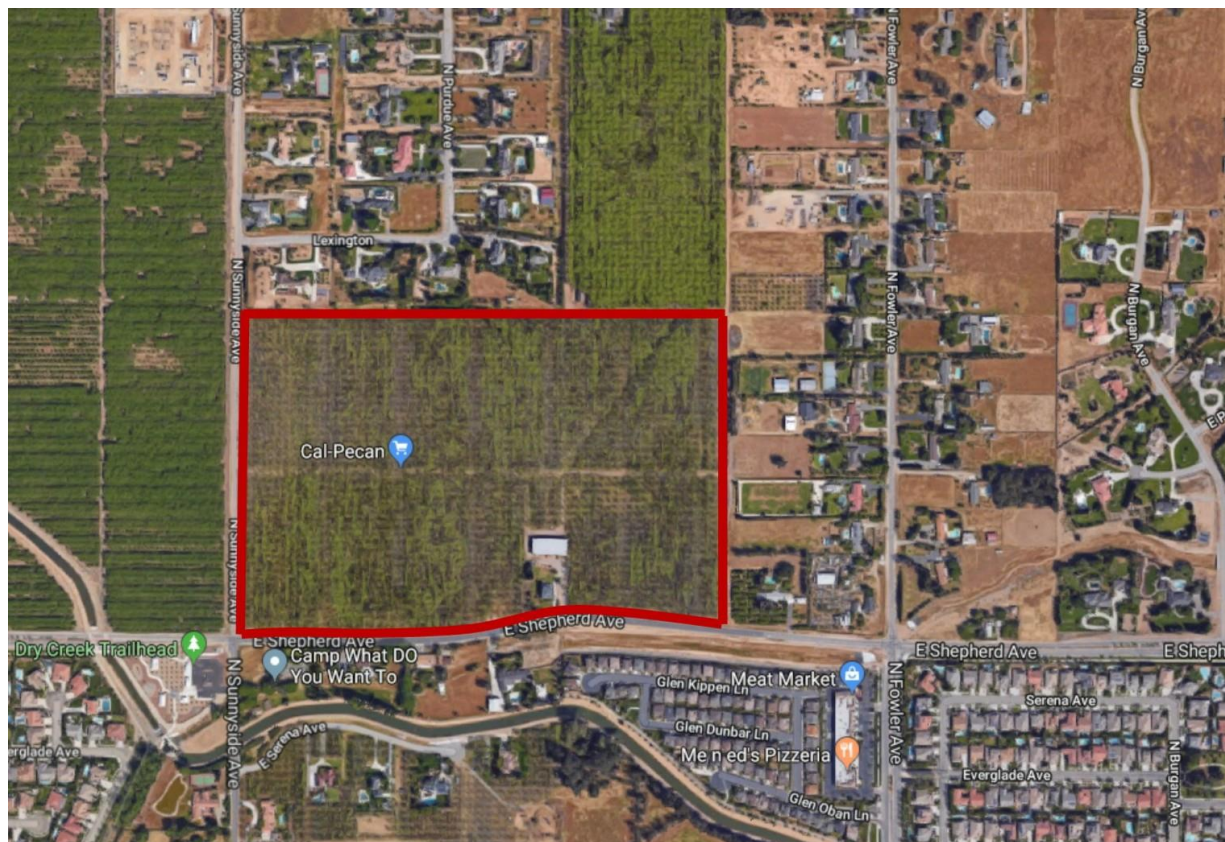
None

### RECOMMENDATION

For the City Council to provide policy direction regarding pursuing a change to Clovis' current Sphere of Influence for urbanization of +/- 52.4 acres near the northeast corner of Shepherd and Sunnyside Avenues and if warranted, to approve staff to negotiate a Sphere of Influence change with the County of Fresno and Local Agency Formation Commission (LAFCo).

### EXECUTIVE SUMMARY

The City Council is being requested to direct staff to begin negotiations with the County of Fresno to amend the Clovis Sphere of Influence to allow urbanization of the +/-52.4 acre Spensley property located at the northeast corner of Shepherd and Sunnyside Avenues (see Figure 1 Below). This item had been under discussion during the preparation of the 2014 General Plan but for various reasons was not identified for future development in the General Plan. Subsequent discussion has occurred between the applicant, the City, the County of Fresno and LAFCo. There are a variety of issues requiring evaluation under this proposal.



**FIGURE 1 – Spensley Properties**

**BACKGROUND**

In 2014, the City of Clovis completed a comprehensive update to its 1993 General Plan, along with an associated environmental impact report. The 2014 General Plan identified specific land uses for the Northwest area (Heritage Grove). Subsequently, in December 2014, an 860 acre Sphere of Influence expansion was sought and approved to align with the boundaries of Heritage Grove: Shepherd, Willow, Copper Avenues and the Sunnyside Avenue alignment.

In June of 2016, staff received a letter from Dirk Poeschel, Land Development Services, Inc., representing Wilson Homes, requesting to allow for the urbanization of the 75 acre Spensley property generally located along the north side of Shepherd Avenue between Sunnyside and Fowler Avenues. This site was not identified for development in either the 1993 or 2014 General Plan, or under the 2014 Sphere of Influence boundary change.

City staff began a cursory evaluation of the proposal with internal staff including the development of an inventory of issues requiring evaluation. Additionally, staff contacted Fresno County and LAFCo staff to discuss a tentative process for consideration of this request if it were to move forward.

Staff received the attached letter dated June 14, 2018 (Exhibit "A") from Dirk Poeschel of Land Development Services, Inc. representing Wilson Homes requesting City Council consideration and direction on beginning a process to amend the City of Clovis Sphere of Influence to allow for the urbanization of a modified 52.4+/- net acre portion of the Spensely property.

## PROPOSAL AND ANALYSIS

The subject site lies outside of the current Sphere of Influence and was not considered as part of the General Plan update of 2014. As such, no land use direction was assigned to this site and no public facilities were analyzed for serving development of this property.

Unlike the Northeast Urban Village where the General Plan provided direction for subsequent land use consideration by way of a Master Planned Community Zone District action or Specific Plan process, the General Plan does not address this site. Consequently the prevailing land use authority falls under the County of Fresno with a land use designation of Rural Residential (one dwelling unit per two acres). This site has not been included in any level of urban facility master planning; however with the recent adoption of Clovis' water, sewer and recycled water masterplans, a more accurate analysis of available services can be conducted.

For this discussion, staff has included some key issues and topics:

- Can the site be serviced with proposed and existing infrastructure?
- Is there a need for additional developable lands?
- Would the plan amendment compromise or require re-analysis of the updated water, recycled water and sewer masterplans and the associated environmental report?
- What are the benefits to the City in including this site within Clovis' Sphere of Influence?
- Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

The following are preliminary responses to these questions.

### **Can the site be serviced with proposed and existing infrastructure?**

This is an unknown at this time and would require further analysis. With Clovis' cooperation in developing water banking facilities with the Fresno Irrigation District (FID), some water resources are available for use outside of the FID boundary. Use of these resources at this site will subtract from the resource pool available for the overall community. Further analysis would be based upon the density of development being sought. Physical sewer, water and recycled water infrastructure will be developed in proximity to this site with development in the Heritage Grove area. It is likely that the physical location of these facilities may be reached relatively easily.

Additional analysis would be required with the Fresno Metropolitan Flood Control District (FMFCD) to determine how flood waters would be handled from this site.

### **Is there a need for additional developable lands?**

Staff has reviewed and calculated the current number of undeveloped residential lots within Clovis outside of Heritage Grove. It appears that there are 2,854 existing or having been approved and not yet developed lots. Based upon the 30 year average of 750 residential units being developed annually, there would be a little under four year supply of lots available for development. Understandably there are many issues related to availability of developable lots including issues with acquisition and thus the lot count could be much less.

Additionally, with the opening of Heritage Grove to development, another 2,560 acres will become available for development as well as additional lands with the phased opening of the Northeast area. It would appear that an inventory of land is available for future development.

### **Would the plan amendment compromise or require re-analysis of the water, recycled water and sewer master plans and the associated environmental report?**

Clovis has completed and adopted the facilities master planning for water, recycled water and sewer services in conjunction with an environmental impact report in July 2018.

As this site has not been included in this master planning effort it is unclear what the ramifications would be of including this site into the Clovis Sphere of Influence. Further analysis and environmental review is required for consideration of servicing this site.

### **What are the benefits to the City in including this site within Clovis' Sphere of Influence?**

A significant benefit to the City would be the completion of Shepherd Avenue improvements between Fowler and Sunnyside Avenues. Development of this site would provide for a significant portion of these street improvements and could realign the future Expressway in a manner that preserved existing homes located along the south side of present day Shepherd Avenue. Without development on this site, City and County staffs would need to rely on grants or other funding opportunities in consideration of a cooperative project to improve Shepherd Avenue.

### **Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?**

Recent development activity including the master planning for the Dry Creek Preserve area and the Lennar subdivision at the northwest corner of Sunnyside and Shepherd Avenues have both solicited for and attracted comments from property owners and stakeholders in the vicinity. The City has heard concerns raised regarding increased traffic and availability

of services such as water. Although a Sphere of Influence expansion would not carry a specific project design or identify a development density, it is likely to generate public comment as to the need for expansion and/or impacts to adjacent areas.

Staff has notified individuals who have requested to be updated on any development activity of this item.

### **FISCAL IMPACT**

The full fiscal impact is unknown at this time. Should the City Council direct staff to proceed, staff would provide a formal investigation and analysis of costs associated with a Sphere of influence expansion.

### **REASON FOR RECOMMENDATION**

Staff is seeking City Council direction on this request to include this site in Clovis' Sphere of Influence. Past discussions with associated agencies have established a general method in proceeding with such a Sphere of Influence expansion.

If directed to proceed, Clovis would become the lead agency in preparing environmental documents with technical material to be supplied by the applicant. Clovis would also negotiate an amendment to the Memorandum of Understanding and tax sharing agreement with the County of Fresno and address requirements of LAFCo.

The larger issue before the Council at this time is will the benefits received by including this site into Clovis' Sphere of Influence such as improving Shepherd Avenue and providing additional developable land be outweighed by peripheral issues that may cost Clovis additional resources.

### **ACTIONS FOLLOWING APPROVAL**

If directed by City Council to proceed, staff will meet with affected agencies and interested individuals and prepare a schedule and steps to move forward. This would include:

- A written justification from the applicant on why this site should be brought into Clovis' Sphere of Influence;
- Conduct environmental studies for the preparation of a Master Service Plan and LAFCo application;
- Update the Master Service Plan for the subject property;
- Consider a plan amendment to identify land use and intensity of land use for the property;
- Negotiate an amendment to the Memorandum of Understanding and Tax Sharing agreement with the County of Fresno; and,
- Prepare a Sphere of Influence expansion application to be considered by LAFCo.



Prepared by: Dwight Kroll, AICP, PDS Director

Submitted by: \_\_\_\_\_  
Dwight Kroll, AICP  
Director of Planning and  
Development Services

September 10, 2018

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Whalen  
Flag Salute led by Councilmember Flores

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Flores, Mouanoutoua  
Mayor Whalen  
Absent: None

**PRESENTATIONS**

- 1. 6:03 P.M. - PRESENTATION OF CERTIFICATES OF RECOGNITION TO STUDENTS RECEIVING AMERICAN LEGION BOYS AND GIRLS STATE AWARDS

Councilmember Flores presented Certificates of Recognition to Students Receiving American Legion Boys and Girls State Awards.

- 2. 6:13 - PROCLAMATION RECOGNIZING THE WEEK OF SEPTEMBER 9, 2018 AS NATIONAL SUICIDE PREVENTION WEEK

Councilmember Ashbeck presented a proclamation recognizing the week of September 9, 2018 as National Suicide Prevention Week.

**PUBLIC COMMENTS – 6:17**

Mike Cunningham, resident and member of the Board of Directors of the Central Sierra Historical Society, invited Council to a September 12, 2018 event entitled *Fire in the Sierra*.

Tom McLaughlin, Director of Planning, California Health Sciences University, provided City Council an update on the medical school campus on Alluvial and Temperance Avenues for the College of Osteopathic Medicine.

**CONSENT CALENDAR - 6:34**

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

- 3. Community and Economic Development - Receive and File – Community and Economic Development Department July 2017 – June 2018 Report and Department Overview.
- 4. Community and Economic Development - Approval – Authorize the Sale of a Portion of the Property Located at 3495 Clovis Avenue at the Northeast Corner of Clovis and Dakota Avenues to Don Pickett and Associates.
- 5. Finance - Approval – **Res. 18-119**, A Resolution of Intention (ROI) to Annex Territory (Annexation #54) (T6186-South East Corner of Bullard and Leonard.), to

the Community Facilities District (CFD) 2004-1 and to Authorize the Special Taxes Therein and Setting the Public Hearing for October 1, 2018.

AGENDA ITEM NO. 5.  
AGENDA ITEM NO. 11.

6. Public Safety – Approval – **Res. 18-120**, Amending the Police Department's Budget for FY 2018-2019 to reflect the Award from the Office of Traffic Safety Selective Enforcement Traffic Program Grant in the amount of \$70,000.00.

## PUBLIC HEARINGS

7. 6:34 - APPROVED INTRODUCTION – **ORD. 18-22**, R2016-17A, A REQUEST TO APPROVE AN AMENDMENT TO THE CONDITIONS OF APPROVAL OF REZONE R2016-17 AND THE LOMA VISTA COMMUNITY CENTERS NORTH AND SOUTH MASTER PLAN TO MODIFY SETBACK REQUIREMENTS AND OFF-STREET PARKING REQUIREMENTS. THE PROJECT SITE IS LOCATED ON THE WEST SIDE OF LEONARD AVENUE, BETWEEN SHAW AND GETTYSBURG AVENUES. WILSON PREMIER HOMES, INC., OWNER/APPLICANT; HARBOUR & ASSOCIATES, REPRESENTATIVE

Associate Planner George Gonzales presented a report on a request to approve an amendment to the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. The applicant is requesting to amend Condition #5 of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan for modification of the building setback and off-street parking requirements. Approval of this request would change the development standards of Planning Area #8A of the Master Plan and allow the applicant to continue processing the Site Plan Review drawings. Dirk Poeschel, representing the applicant, speaking in support of the project. Leo Wilson, applicant, spoke in support. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the Council to approve the introduction of Ordinance 18-22, R2016-17A, amending the conditions of approval of Rezone R2016-17 and the Loma Vista Community Centers North and South Master Plan to modify setback requirements and off-street parking requirements. Motion carried by unanimous vote.

8. 7:05 - APPROVED INTRODUCTION – **ORD. 18-23**, R88-09A, APPROVING AN AMENDMENT TO THE CONDITIONS OF APPROVAL TO ALLOW FOR THE DEVELOPMENT OF A MULTIPLE-FAMILY DEVELOPMENT CONSISTENT WITH THE R-2 ZONE DISTRICT FOR PROPERTY LOCATED AT 1855 AUSTIN AVENUE. MOHAMAD ANNAN, OWNER/APPLICANT; AESTHETICS DESIGNS, REPRESENTATIVE

Deputy City Planner Orlando Ramirez presented a report on a request to approve an amendment to the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. The applicant is requesting an amendment to the conditions of approval of Rezone R88-09A related to approximately .7 acres of land located at 1855 Austin Avenue. The amendment would allow for future development subject to the Property Development Standards of the R-2 (Medium

Density Multiple Family Development) Zone District include typical two-story units by right. Approval of the request will allow to move forward with the development of the site.

Ruben Viellegas, area resident, spoke in opposition due to concerns with privacy and negative impact on property values. Kevin Carlson, area resident, spoke in opposition due to concerns with privacy, property values, requesting single story adjacent residential properties. Mohamad Annan, applicant, spoke in support of the project. Eli Saliva, representing the applicant, spoke in support of the project. Gina Vosh, area resident, provided some history on the project, and spoke in opposition to the project. Discussion by the Council.

Motion by Councilmember Mouanoutoua for the Council to approve the introduction of Ordinance 18-23 amending the conditions of approval to allow for the development of a multiple-family development consistent with the R-2 Zone District for property located at 1855 Austin Avenue. Motion died to a lack of a second. Motion by Councilmember Ashbeck, seconded by Councilmember Flores, for the Council to approve the rezone amendment and require Council consideration of a conditional use permit if processed as a planned residential development. Motion carried 4-1 with Councilmember Mouanoutoua voting no.

- 9. 8:08 - CONTINUED - **RES. 18-XX**, CUP2005-24A2, A REQUEST TO APPROVE A CONDITIONAL USE PERMIT AMENDING THE MASTER SITE PLAN FOR PORTAL SIERRA II WITHIN THE RESEARCH AND TECHNOLOGY PARK, LOCATED ON THE WEST SIDE OF TEMPERANCE AVENUE, NORTH OF ALLUVIAL AVENUE, GREYHAWK, LLC., OWNER AND APPLICANT; CENTERLINE DESIGN LLC., REPRESENTATIVE

Assistant Planner Lily Cha presented a report on a request to approve a conditional use permit amending the master site plan for Portal Sierra II within the Research and Technology Park, located on the west side of Temperance Avenue, north of Alluvial Avenue. The applicant is requesting approval of a conditional use permit to amend the master site plan for the business campus Planned Unit Development (PUD) known as Portal Sierra II within the R-T (Research and Technology) Park Zone District located west of Temperance Avenue and north of Alluvial Avenue. Approval of this conditional use permit will memorialize a revised layout of the proposed master site plan. Chris Ward, representing the applicant, spoke in support, and addressed questions of Council. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the City Council to continue the item to a date certain of October 8, 2018 to allow staff to work with the applicant to bring the concept back to City Council demonstrating walkability, more of a campus like setting, and access to the trail. Motion carried 4-1 with Councilmember Mouanoutoua voting no.

**CORRESPONDENCE**

10. 8:40 - CONSIDERED – POLICY DIRECTION REGARDING A REQUEST FROM WILSON HOMES, INC. FOR COUNCIL TO CONSIDER AN AMENDMENT TO THE SPHERE OF INFLUENCE TO ALLOW URBANIZATION OF APPROXIMATELY +/- 52.4 ACRES NEAR THE NORTHEAST CORNER OF SHEPHERD AND SUNNYSIDE AVENUES. L. SPENSLEY, OWNER; WILSON HOMES, APPLICANT/REPRESENTATIVE.

Planning and Development Services Director Dwight Kroll presented a report on a request from Wilson Homes, Inc. for Council to consider an amendment to the Sphere of Influence to allow urbanization of approximately +/- 52.4 acres near the northeast corner of Shepherd and Sunnyside Avenues. The City Council is being requested to direct staff to begin negotiations with the County of Fresno to amend the Clovis Sphere of Influence to allow urbanization of the +/-52.4 acre Spensley property located at the northeast corner of Shepherd and Sunnyside Avenues. This item had been under discussion during the preparation of the 2014 General Plan but for various reasons was not identified for future development in the General Plan. Subsequent discussion has occurred between the applicant, the City, the County of Fresno and LAFCo. There are a variety of issues requiring evaluation under this proposal. Staff has included some key issues and topics such as:

- Can the site be serviced with proposed and existing infrastructure?
- Is there a need for additional developable lands?
- Would the plan amendment compromise or require re-analysis of the updated water, recycled water and sewer masterplans and the associated environmental report?
- What are the benefits to the City in including this site within Clovis' Sphere of Influence?
- Would the Sphere of Influence expansion request generate peripheral issues with existing neighborhoods or stakeholders?

Dirk Poeschel, representing the applicant, spoke in support of the project. Leo Wilson, applicant, spoke in support. Paul Pierce, Dry Creek Preserve, spoke in opposition due to traffic, leap frog development, and impact on Sunnyside and Fowler Avenues due to increased traffic. Matthew Reese, area resident, spoke in support and to expand the sphere of influence to include properties to the north of the project. Deidra Childers, requested they be included in city's sphere of influence. Bud Benjamin, area resident, commented on issues that need to be addressed before moving forward. Rhonda Schmidt, area resident, raised concerns about water, concerns with traffic, but did not speak in support of being included in the sphere of influence. Discussion by the Council.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, for the Council to direct staff to start the analysis and report back to City Council. Motion carried by unanimous vote.

**ADMINISTRATIVE ITEMS**

11. 9:26 - CONSIDER APPROVAL – **RES. 18-121**, RELEASING CITY OF CLOVIS' INTEREST IN PROPERTY LOCATED AT 325 POLLASKY AVENUE.

Councilmember Flores recused himself from consideration on the item due to a perceived conflict of interest and left the dais at 9:26 p.m.

Economic Development Director Andy Haussler presented a report on a request to release City of Clovis' interest in property located at 325 Pollasky Avenue. The building located at 325 Pollasky Avenue was owned by the County of Fresno and served as the Clovis Library until 1976 when a new library was built at 1155 Fifth Street. In exchange for the new library site, the County of Fresno deeded ownership of 325 Pollasky to the City of Clovis. In 1986, the City of Clovis entered into an Agreement for Conveyance of and Use of Land and Building to the Clovis Chamber of Commerce. The City received a letter detailing the building is now in need of major repairs and upgrades and requesting the release of the City of Clovis' interest in this property. Staff is recommending approval of the release of the City of Clovis' interest in this property.

Greg Newman, Executive Director Clovis Chamber of Commerce, spoke in support. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the Council to approve a resolution releasing City of Clovis' interest in property located at 325 Pollasky Avenue. Motion carried 4-0-0-1 with Councilmember Flores abstaining. Councilmember Flores returned to the dais at 9:32.

12. 9:32 - APPROVED - A REQUEST TO INITIATE TEXT AMENDMENTS TO THE GENERAL PLAN AND DEVELOPMENT CODE TO ADDRESS THE CITY'S FOURTH CYCLE REGIONAL HOUSING NEEDS ASSESSMENT

City Planner Bryan Araki presented a report on a request to initiate text amendments to the General Plan and Development Code to address the City's Fourth Cycle Regional Housing Needs Assessment. Staff is requesting the City Council to initiate a General Plan Amendment and Ordinance Amendment to address the City's Housing Element and the RHNA. On March 12, 2018, staff presented a staff report outlining the steps taken to address the City's unaccommodated need and outlined a number of rezone scenarios to meet those needs. The Council subsequently adopted a resolution confirming the steps taken to address the City's RHNA. The City Council adopted the 2015-2023 Housing Element in 2016, which included RHNA numbers for the current (fifth) cycle and the past (fourth) cycle. The Fourth Cycle included a shortfall of 4,425 units that are required to be accommodated by rezoning properties at a density of 20 units per acre or more. On March 12, 2018, staff provided the Council with a report summarizing the status of the City's Housing Element and Fourth Cycle RHNA, and provided a number of rezone scenarios that could address the housing shortfall. Staff is prepared to draft and recommend a rezone action that would

address and accommodate all of the required 4,425 units. Council. Motion by Councilmember Ashbeck, seconded by Co for the Council to approve a request to initiate text amendments to the General Plan and Development Code to address the City's Fourth Cycle Regional Housing Needs Assessment. Motion carried by unanimous vote.

AGENDA ITEM NO. 5.  
AGENDA ITEM NO. 11.

**CITY MANAGER COMMENTS 9:42**

City Manager Luke Serpa indicated he would be attending the League Annual Conference this week from Wednesday thru Friday.

**COUNCIL ITEMS 9:44**

13. COUNCIL COMMENTS

None

**CLOSED SESSION**

None

Mayor Whalen adjourned the meeting of the Council to September 17, 2018

Meeting adjourned: 9:45 p.m.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**LAFCo CALL MEETING SUMMARY**

**ATTACHMENT 3**



**Phone call with David Fey August 19, 2020 Re: Expanded Spensley S.O.I Change**

David Fey and I spoke on August 19<sup>th</sup> by phone about the proposed expanded Spensley Sphere of Influence change. David has no particular issues with the proposed expanded configuration and thought it was more logical from a regional land planning perspective than the smaller Spencely SOI project.

David recommended coordinated communication early on with neighbors. Fresno County staff should also be consulted early regarding their opinion of the boundary. David also suggested that we comprehensively study service delivery issues such as police and fire with an emphasis on water sustainability. Phasing of urbanized area should be identified.

David also recommended a discussion about the phasing of development of the area east of the recently added sphere of North East Planning area and the any area proposed for development north of Shepherd Avenue.

Continuing dialogue with David was also recommended.

c:\users\dirk\autotask workplace\current clients\wilson-spensley 16-03\project notes\phone call with david fey august 19.docx

## CLOVIS CITY COUNCIL MEETING

**September 14, 2020**

**6:00 P.M.**

**Council Chamber**

Meeting called to order by Mayor Bessinger

Flag Salute led by Councilmember Flores

Roll Call:      Present:      Councilmembers Ashbeck, Flores, Mouanoutoua, Whalen  
                                  Mayor Bessinger  
                  Absent:        None

ITEM 1 - 6:04 P.M. – PRESENTATION OF PROCLAMATION DECLARING SEPTEMBER 6TH AS "JASWANT SINGH KHALRA DAY".

Councilmember Mouanoutoua presented a Proclamation to Harman Singh declaring September 6<sup>th</sup> as "Jaswant Singh Khalra Day".

PUBLIC COMMENTS - None

6:09 - CONSENT CALENDAR

Motion by Councilmember Ashbeck, seconded by Councilmember Flores, that the items on the Consent Calendar be approved. Motion carried by unanimous vote.

2. Finance – Received and Filed – Investment Report for the Month of May 2020.
3. Finance – Received and Filed – Treasurer’s Report for the Month of May 2020.
4. Finance - Approved – **Res. 20-120**, Amending the 2020-2021 Budget to Reappropriate Carryover Funding from the 2019-2020 Budget.
5. Police - Approved - Authorize the Purchase of the Intrado Viper 9-1-1 Phone System for the Police Department Alternate (backup) Dispatch Site.
6. Public Utilities – Approved - Waive formal bidding requirements and authorize the purchase of a Grapple Truck off the Sourcewell Purchasing Contract from Nixon-Egli Equipment Company

### ADMINISTRATIVE ITEMS

ITEM 7 – 6:10 - APPROVED – FOR THE CITY COUNCIL TO PROVIDE POLICY DIRECTION REGARDING A REQUEST BY WILSON PREMIER HOMES FOR COUNCIL TO AUTHORIZE STAFF TO BEGIN THE PROCESS TO AMEND THE CITY OF CLOVIS SPHERE OF INFLUENCE TO ALLOW FUTURE URBANIZATION OF APPROXIMATELY 825 ACRES NORTH OF SHEPHERD AVENUE GENERALLY BETWEEN SUNNYSIDE AVENUE AND NORTH CARSON AVENUE (BIG DRY CREEK DAM).

Senior Planner Ricky Caperton presented a report on a request for the City Council to provide policy direction regarding a request by Wilson Premier Homes for Council to authorize staff to begin the process to amend the City of Clovis Sphere of Influence to allow

future urbanization of approximately 825 acres north of Shepherd Avenue generally between Sunnyside Avenue and North Carson Avenue (Big Dry Creek Dam). On March 2, 2020, Council provided authorization to move forward with preparation of environmental studies for the expansion and urbanization of approximately 75 acres at the northeast corner of Shepherd and Sunnyside Avenues. Since then, the applicant put the project on hiatus through the Spring as a result of COVID-19. The applicant has recently decided to move forward again and requested to further expand the SOI boundary from what was previously considered to include an additional 750 acres, for a total of approximately 825 acres.

Ricky Caperton provided an update to the March 2, 2020 hearing, and requests Council's authorization to move forward with a revised SOI amendment to now include approximately 825 total acres rather than the approximately 75 acres previously requested. With the Council's concurrence, staff will schedule a public meeting to gather input from the owners in the revised SOI boundary, plus the Dry Creek Preserve area, before returning to the Council to consider a formal resolution initiating the SOI expansion application. Further details were provided in the letter of justification provided by the applicant's representative, Dirk Poeschel of Land Development Services, Inc.

Charles Kellis, area resident spoke in opposition to the proposal due to concerns with light, noise, traffic, and not wanting to be in the city. Dirk Poeschel, representing the applicant, spoke in support. Norman Morrison, area resident, spoke in opposition to the sphere expansion. Arakel Arisian, representing the Ricchiuti family, commented on the proposal. Jared Callister, area resident, spoke in opposition. Jan Kull, area resident, spoke in opposition. Discussion by the Council.

Motion by Councilmember Mouanoutoua, seconded by Councilmember Flores, for the Council to authorize staff to begin the process to amend the City of Clovis Sphere of Influence to allow future urbanization of property generally bounded by Shepherd Avenue to the south, Sunnyside Avenue to the west, Behymer Avenue to the north, and North Carson Avenue (Big Dry Creek Dam) to the east with further direction to provide noticing to the area being considered, the Dry Creek Preserve, and 800 feet south of Shepherd Avenue when items related to this project are being considered. Motion carried 4-1 with Councilmember Whalen voting no.

**ITEM 8 – 7:40 - RECEIVED AND FILED – UPDATE ON THE CITY OF CLOVIS INVESTMENT PORTFOLIO STRATEGY**

Deputy Finance Director Jeff Blanks presented an update on the City of Clovis Investment Portfolio Strategy. In accordance with the City's investment policy, as well as California Government Code sections 53601 and 53601.6, the City may invest its excess cash in a variety of investment instruments. The City currently invests in U.S. agency securities, certificates of deposit, and deposits with the California Local Agency Investment Fund, as well as an overnight sweep account with Union Bank. Due to the current interest rate environment, and in the interest of seeking greater yield (without sacrificing significant safety or liquidity), the City is seeking to invest in municipal bonds, which are allowable per the investment policy and the California Government Code. This change in strategy requires reporting to the City Council. There being no public comment, Mayor Bessinger

closed the public portion. Discussion by the Council. It was the consensus of City Council to receive and file the report.

## COUNCIL ITEMS

### ITEM 9 – 7:53 - RECEIVED AND FILED - CHANGE TO COUNCIL CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS AT COUNCIL MEETINGS

City Attorney David Wolfe updated city council on recent changes to state law that requires council members to state they have a conflict of interest in an item should they arrive late or leave early from a council meeting. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. It was the consensus of City Council to receive and file the report.

### ITEM 10 – 7:56 - APPROVED – DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR THE LEAGUE OF CALIFORNIA CITIES' ANNUAL CONFERENCE AND BUSINESS MEETING ON OCTOBER 7-9, 2020.

Luke Serpa presented a report on a request to have council identify voting delegates for the for the League of California Cities' annual conference and business meeting on October 7-9, 2020. There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Ashbeck, seconded by Councilmember Mouanoutoua, for the council to appoint Mayor Bessinger as the voting delegate and Councilmember Flores as the alternate. Motion carried by unanimous vote.

### ITEM 11 – 7:59 - APPROVED - THE LEAGUE OF CALIFORNIA CITIES' ANNUAL RESOLUTION SET FOR APPROVAL AT THE ANNUAL CONFERENCE ON OCTOBER 7-9, 2020

City Manager Luke Serpa presented a report for the council to consider the League of California Cities' Annual Resolution set for consideration at the Virtual Annual Conference and Business Meeting held on October 7 – 9, 2020, and provide policy direction for voting delegate. Each year at the Annual Business Meeting of the League of California Cities, each city has a voting delegate to vote on various resolutions that will guide policy actions of the League Board of Directors. The City Council should review the annual resolution and provide policy direction to the City's voting delegate. The proposed resolution states that the League of California Cities should urge Congress to amend Section 230 of the Federal Communications Decency Act of 1996 (CDA) to limit the immunity provided to online platforms where their forums enable criminal activity to be promoted. Ultimately, the policy objectives proposed under this resolution, if enacted, would incentivize social media companies to establish and implement a reasonable program to identify and remove content that solicits criminal activity. Section 230 of the CDA immunizes websites from legal liability for the comments of their users. When Congress enacted Section 230 in 1996, it wisely recognized that holding websites legally responsible for user-generated content would cripple the rapidly developing online world. Section 230 defines Internet culture as we know it: It's the reason why websites can offer platforms for critical and controversial speech without constantly worrying about getting sued.


There being no public comment, Mayor Bessinger closed the public portion. Discussion by the Council. Motion by Councilmember Whalen, seconded by Councilmember Flores, for the council to direct the voting delegates to have discretion based on what they hear at the League of California Cities' annual conference on how they should vote on this item. That, as a city, we are expressing our support with the idea that we do our best to make online platforms hypersensitive to responses from law enforcement in identification and apprehension of persons that are using the services of the platforms to solicit and engage in criminal activity. Motion carried by unanimous vote.

**WORKSHOP – 8:12**

City Manager Luke Serpa provided Council an update on COVID-19 numbers in Clovis and Fresno County.

Mayor Bessinger adjourned the meeting of the Council to September 21, 2020

Meeting adjourned: 8:38 p.m.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk



February 9, 2021

Ricky Caperton, AICP, Senior Planner  
City of Clovis -  
Planning and Development Services  
1033 Fifth Street  
Clovis, CA 93612

**SUBJECT: Updated Proposal to prepare an Environmental Impact Report for the Great Big Land, Inc SOI Expansion and Related Land Use Entitlements, Clovis, California.**

Dear Mr. Caperton,

Our original understanding of the Proposed Project was that it would be a project-level analysis conducted for a 75-acre area with an anticipated 525 residential units. We understand that the Proposed Project has been expanded to include 1,050 acres, and that the entitlements being requested vary by area/property owner. We understand that the project area can be described as follows:

- Project Area – Sphere of Influence Expansion to include the entire 1,050-acre Project Area;
  - 75-acre Wilson Homes Development (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
  - 527-acre East Shepard Master Plan
    - 224 acres proposed by Wilson Homes (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
    - Approx 62 acres proposed by Harlan (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Harlan and will have full field surveys);
    - Approx 228 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, Annexation (this area may not be accessible by the property owners and will not have full field surveys);
  - 448-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

The enclosed updated proposal includes a revised scope, schedule, and budget necessary to cover the expanded Project Area as described above. The scope and budget revisions are mostly associated with additional work need to perform technical studies on the additional 224 acres of land owned by Wilson Homes and approximately 62 acres of land owned by Harlan in the East Shepard Master Plan, and also includes additional time needed to prepare the Draft EIR and Final EIR given the increase in project area. Note, in the event that the acres controlled by others in the East Shepard Master Plan becomes accessible, and those property owners desire full field surveys with project-level analysis, we can add this as additional scope/budget if requested.

Speaking for the entire De Novo Team, we truly appreciate being considered for this project. We trust that the enclosed information is adequate for your evaluation, but should you need anything else, please do not hesitate to contact me at 916-580-9818.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. McMurtry', with a horizontal line extending to the right.

Steve McMurtry, Principal  
DE NOVO PLANNING GROUP, INC.

## PROJECT APPROACH AND SCOPE OF WORK

### PROJECT UNDERSTANDING

Our original understanding of the Proposed Project was that it would be a project-level analysis conducted for a 75-acre area with an anticipated 525 residential units. We understand that the Proposed Project has been expanded to include 1,050 acres, and that the entitlements being requested vary by area/property owner. We understand that the project area can be described as follows:

- Project Area – Sphere of Influence Expansion to include the entire 1,050-acre Project Area;
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  - 527-acre East Shepard Master Plan
    - 224 acres proposed by Wilson Homes (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Wilson Homes and will have full field surveys);
    - 62 acres proposed by Harlan (Project-level Analysis) - General Plan Amendment, Pre-zone, Annexation, Tentative Map, and Residential Site Review (this area is assumed accessible by permission from Harlan and will have full field surveys);
    - 241 acres controlled by others (Program-level Analysis)– General Plan Amendment, Pre-zone, Annexation (this area may not be accessible by the property owners and will not have full field surveys);
  - 448-acre remainder (Program-level Analysis Only) – This area will not receive any entitlements other than to be included in the SOI Expansion (this area is not anticipated to be accessible and will not have full field surveys).

The enclosed updated proposal includes a revised scope, schedule, and budget necessary to cover the expanded Project Area as described above. The scope and budget revisions are mostly associated with additional work need to perform technical studies on the additional 224 acres of land owned by Wilson Homes and approximately 62 acres of land owned by Harlan in the East Shepard Master Plan, and also includes additional time needed to prepare the Draft EIR and Final EIR given the increase in project area. Note, in the event that the 241 acres controlled by others in the East Shepard Master Plan becomes accessible, and those property owners desire full field surveys with project-level analysis, we can add this as additional scope/budget if requested.



### TASK 1 – PROJECT KICKOFF, DATA COLLECTION, AND BACKGROUND INFO

Within one week of receipt of Notice to Proceed from the City, the De Novo team will have a conference call with City Staff to discuss the following:

- City preferences for point of contact, method of communication, meeting responsibilities, project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

### TASK 2 –NOTICE OF PREPARATION AND SCOPING MEETING

De Novo will prepare an Initial Study and Notice of Preparation (NOP) in an administrative draft form for City staff to review. For the analysis, we will utilize the detailed project description including text and graphics that has been provided to us by the project applicant. Comments received from City staff will be incorporated into the Initial Study and NOP for public distribution. De Novo will hand deliver the NOP with the proper notice to the State Clearinghouse for state review. De Novo will attend a public scoping meeting in coordination with City staff. We will present the findings from the Initial Study at the scoping meeting and collect comments from interested parties.

#### *Deliverables:*

- *One (1) electronic copy of the Admin Draft NOP with appendices, in MS Word and PDF format.*
- *One (1) CD of the Final NOP with appendices, in MS Word and PDF format.*
- *Fifteen (15) hard copies of the Final NOP with appendices.*

### TASK 3 –PROJECT DESCRIPTION AND ALTERNATIVES

De Novo will prepare a Project Description to be used for the EIR. The Project Description will satisfy the requirements of CEQA, and include appropriate maps, figures, tables, and/or graphics. We will also develop up to three alternatives during this task, which will include the CEQA-Required No Project Alternative. We will work closely with the City on the Project Description and development of the Alternatives. We recommend that this Task we performed as one of the first orders of business, and that we utilize the deliverable in the NOP (Task 2).

#### *Deliverables:*

- *One (1) electronic copy of the Project Description and Alternatives, in MS Word format.*

### TASK 4 –TECHNICAL STUDIES

This task includes preparation of technical studies to support the environmental analysis and to serve as substantial evidence for the findings pursuant to CEQA Guidelines. This task will include the following technical studies:

- Air Quality and Greenhouse Gas Emissions (De Novo Planning Group)
- Biological Resources (De Novo Planning Group)
- Cultural Resources (Peak & Associates)
- Noise (MD Acoustics)
- Transportation Impact Study (assumes VMT and LOS analysis) (LSA & Associates)

*Deliverables:*

- *One (1) electronic copy of each technical study, in MS Word and PDF format.*

TASK 5 PREPARE AN ADMINISTRATIVE DRAFT EIR

De Novo will prepare the Draft EIR for the project in an administrative draft form for City staff to review. The EIR will be intended to provide the information and environmental analysis necessary to assist public agency decision-makers in considering approval of the project. The EIR will incorporate the technical studies identified under Task 4, as well as the Project Description and Alternatives identified in Task 3.

The EIR is anticipated to be a project-level and program-level EIR. The project-level analysis will be limited to the 75-acre Wilson Homes Tentative Map site, the 224-acre Wilson Homes and 62 acres Harlan East Shepard Master Plan sites. The remaining 241 acres in the East Shepard Master Plan will not be analyzed at a project-level. The program-level analysis will cover the entire 1050-acre SOI Expansion Area. The program-level analysis assumes that the land uses within this area will remain the same as what is currently approved within the General Plan, with the exception of the 75-acre Wilson Homes Tentative Map and the East Shepard Master Plan.

The Draft EIR will consider all potential environmental effects of the project to determine the level of significance and will analyze these potential effects to the detail necessary to make these determinations on significance. Each section will include GIS graphics and figures to create an easy to comprehend document that is user-friendly. The detailed technical scope follows.

*Deliverables:*

- *One (1) electronic copy of the Administrative Draft EIR with appendices, in MS Word and PDF format.*

*Technical Scope for Draft EIR:*

The Draft EIR will consist of the following sections:

EXECUTIVE SUMMARY

This section will provide a concise description of the project, the potential areas of controversy, issues to be resolved, project alternatives, and a summary of impacts and mitigation measures. The intent of this section is to provide the City and the public with a simple and easy to

understand overview of the project and related issues, which will be analyzed and discussed much more thoroughly in the contents of the EIR.

#### INTRODUCTION

The Introduction will serve as an overview of the EIR, describing its purpose and relevant environmental review procedures, the document organization, and the methodology used.

#### PROJECT DESCRIPTION

The Project Description section will consist of a detailed description of the project, including the proposed actions, the project goals and objectives, and the relationship of the project to other regional plans and projects. This section will also present the City's and other agency involvement in the project, and the use of the EIR by other agencies, including permits and approvals. This section will be consistent with the requirements of State CEQA Guidelines Section 15124.

#### ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

The Environmental Setting, Impacts, and Mitigation Measures section will present a detailed discussion of each individual environmental topic. Each discussion will include the following:

- An environmental setting and environmental baseline conditions (including figures and GIS graphics);
- The applicable local, state, and federal regulatory setting;
- The threshold of significance used for each impact determination;
- The methodology used for conducting the environmental analysis and making significance determinations;
- An analysis of all identified direct and indirect impacts associated with project;
- An analysis of the cumulative impacts associated with the project;
- Identification of mitigation measures to reduce impacts; and
- A determination of the significance of each impact after mitigation.

De Novo will work closely with City staff to formulate the appropriate mitigation measure language and timing that is appropriate for inclusion in the EIR. Each EIR section will be organized concisely for ease of use and future reference.

#### AESTHETICS/VISUAL RESOURCES

This section will identify applicable General Plan policies that protect the visual values located along public roadways and surrounding land uses, and will also address the potential for the project to substantially impair the visual character of the project vicinity. The analysis will address the proposed design and landscaping plans developed by the applicant and provide a narrative description of the anticipated changes to the visual characteristics of the project area

as a result of project implementation and the conversion of the existing on-site land uses to an urbanized use. If architectural rendering are available for the proposed project, we will compare and contract design elements to existing architecture and design standards in the city. The analysis will also address potential impacts associated with light spillage onto adjacent properties during nighttime activities. This section of the EIR will provide a discussion of viewsheds, proximity to scenic roadways and scenic vistas, existing lighting standards, an impact analysis, and recommendations for mitigating potentially significant impacts. (Note: Visual simulations are not included in this scope, but can be added upon request.)

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on aesthetics/visual resources.

#### AGRICULTURAL RESOURCES

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This section will describe the character of the region's agricultural lands, including maps of prime farmlands, other important farmland classifications, and protected farmland (including Williamson Act contracts). The County Agricultural Commissioner's Office and the State Department of Conservation will be consulted and their respective plans, policies, laws, and regulations affecting agricultural lands will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to offset the loss of agricultural lands and Williamson Act cancellations as a result of project implementation. Mitigation will be developed as feasible.

#### AIR QUALITY

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This section will incorporate the Air Quality Study prepared by De Novo. It is noted that the project site is located within the jurisdiction of the San Joaquin Valley Air Pollution Control District (SJVAPCD). The project may result in short-term construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips and potentially from industrial sources. We will consult with the SJVAPCD regarding the project's potential to cause impacts, and the applicability of the SJVAPCD's Rules and Regulations. The Air Quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the project site will be described. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (i.e., construction) increases in regional criteria air pollutants will be quantitatively assessed. The ARB-approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction of the proposed project.

- Long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The ARB-approved CalEEMod computer model will be used to estimate emissions associated with the proposed project. Exposure to odorous or toxic air contaminants will be assessed through a screening method as recommended by the SJVAPCB.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the SJVAPCD. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

#### BIOLOGICAL RESOURCES

This section will incorporate the Biological Study prepared by De Novo under Task 4. The current scope involves expanding the study to cover the full 1050 acres at a programmatic level, with a project-level analysis for the 75-acre Wilson Homes Tentative Map site, and the 224-acre Wilson Homes and 62-acre Harlan property in the East Shepard Master Plan site. Full coverage of these three areas will be provided by this scope, and a programmatic assessment of the rest of the Project Area will be provided. The scope of the biological study is as follows:

- Records Search: This will include various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region.
- Field Survey: The timing of the biological survey should coincide with the flowering season (Spring March-May) so the survey would be considered a protocol level plant survey. The 75-acre Wilson Homes site is agricultural and has a very low potential for special status species. The East Shepard Master Plan area, however, appears to be more natural, and may have wetland swales or drainages and may support special status species. The field survey for this area will be a habitat assessment, and is not intended to be a protocol level wildlife survey or wetland delineation needed to facilitate regulatory permitting. It may be determined during the habitat assessment and records search, that a protocol level survey and/or wetland delineation are warranted, which can be added to the scope upon request.

*(Note: No field surveys will be performed on East Shepard Master Plan area outside the 224 acres owned by Wilson Homes and 62 acres owned by Harlan, or on the remainder*

*of the SOI expansion. We anticipate a windshield survey from the public right-of-way, as well as aerial and map reviews to be performed in these areas.)*

- EIR Section/Reporting: This EIR section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations that apply to the protection of biological resources, and will provide an analysis including the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the project vicinity. The biological resources analysis will conclude with a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

### CULTURAL RESOURCES

This section will incorporate the Cultural Study prepared by Peak & Associates under Task 4. The current scope involves a 1,050-acre Sphere of Influence (SOI). This includes a 75-acre tract in the southwest portion of the SOI, previously surveyed by Peak & Associates. The SOI also includes a 527-acre East Shepard Master Plan, which encompasses 224-acres owned by Wilson Homes and 62 acres owned by Harlan that will both will require full cultural resources studies. The remaining 241 acres in the East Shepard Master Plan may also need full cultural resource studies, and cost is included as an optional task. The 448-acres remaining in the SOI expansion is being analyzed at a programmatic level and will not have full field surveys.

The following tasks would be undertaken:

- A record search will be conducted through the South San Joaquin Valley Information center of the California Historical Resources Information System to identify previous surveys and recorded sites in or within 0.125 miles of the Development Area and SOI Expansion Area.
- Research will be undertaken on the SOI Expansion Area utilizing all available sources to identify potential cultural resources concerns. Sources include old County maps, regional maps, topographic maps, County histories and other resources, most of which are available in our office or through on-line sources. This review will allow for the identification of potential prehistoric period site location, historic buildings and structures, historic sites, and associations with important people and events, wherever possible.
- A complete coverage field survey of the 75-acre property was completed in 2017 by our archeologists. At that point, the possibility of the presence of a prehistoric site was noted. We believe the area of the now removed buildings should be carefully checked for evidence of prehistoric period occupancy/use, as well as the land adjacent to the natural drainage. Small holes will be excavated to aid in identification of a possible

subsurface deposit. If a positive finding is made, the artifacts will be photographed and mapped, and notification provided to concerned parties.

- The additional 224-acres of the Wilson Home's lands and 62 acres of Harlan's lands will be field surveyed, using complete coverage. Any sites found in the field will be recorded and photographed. Site forms will be completed for each prehistoric and historic site located in the survey. Sites will be analyzed for their significance to the degree possible from surface evidence.
- A technical report will be prepared for the SOI research, and the results of the field re-check of the 75-acre tract, and the survey of the additional 289-acres, utilizing the research conducted in 2017 and detailing any new survey efforts, conclusions and recommendations. The report will also include maps in a confidential appendix showing sites or potential sites of concern.
- We will participate in addressing project comments regarding cultural features in the Project Area.

This EIR section will include a full discussion of any cultural or historical resources found during the site investigations and a comprehensive mitigation plan to address any potentially significant impacts identified.

#### GEOLOGY AND SOILS

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The De Novo team will prepare a geohazards evaluation of the project site. The scope of work will include the following:

- Review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present.
- Review documents provided by the project applicant(s). Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.
- Review aerial photographs of the site to aid in evaluating geologic hazards that may be present.
- Perform a site reconnaissance to observe the site and features of interest identified during the literature and air photo evaluations.
- Prepare a geohazards evaluation to address soils, geology, and seismicity issues.
- Propose mitigations, as applicable, to address identified impacts.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the project site, an evaluation of geologic hazards at the project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards.

The geohazards evaluation is sufficient for use in the EIR, but building, improvements, and grading plans/permits will ultimately require a design-level geotechnical report with borings and soil testing to be prepared, which is not included in this scope.

#### GREENHOUSE GASES AND CLIMATE CHANGE

This section will incorporate the Air Quality Study prepared by De Novo. De Novo will prepare a Green House Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model as well as a qualitative discussion of the project's consistency with any applicable state and local plans to reduce the impacts of climate change. The De Novo team will work with City staff to implement a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

#### HAZARDS/HAZARDOUS MATERIALS

The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will include a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, the Department of Toxic Substances Control Envirostor database, the State Water Resources Control Board Geotracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIS) database, and others that are deemed relevant). We will perform a site reconnaissance to observe the site and areas of potential interest. Based on the findings in the evaluation, we will propose mitigations, as applicable, to address identified impacts. This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. (Note: The environmental hazards evaluation is not a Phase 1 ESA for purposes of real estate transaction or financing.)

#### HYDROLOGY/WATER QUALITY

This section of the EIR will present the existing FEMA flood zones, levee protection improvements, reclamation districts, SB5 requirements including 200-year flood mapping (if



available), and risk of flooding on the project site and general vicinity. We will consult with the applicable reclamation district if needed. We will review the drainage study/calculations, and improvement plans prepared by the applicant's engineer for the proposed project if available. We will summarize onsite hydrology and hydraulic calculations (if available from applicant's engineer) under existing and proposed conditions. Some of the specific items to be reviewed include: land use classification; acreage calculations; runoff coefficients; time of concentration; and methodology. Calculations will be reviewed for reasonableness and consistency with the site plan and with the City's master plans.

We will also review the project plans and other existing information to evaluate the potential construction and operational impacts of the proposed project on water quality. We will describe the surface drainage patterns of the project area and adjoining areas based on the drainage study/calculations, and improvement plans; and identify surface water quality in the project area based on existing and available data. We will identify 303D listed impaired water bodies in the vicinity of the project site. Conformity of the proposed project to water quality regulations will also be discussed. Mitigation measures will be developed to incorporate Best Management Practices (BMPs), consistent with the requirements of the Central Valley Regional Water Quality Control Board (CVRWQCB) to reduce the potential for site runoff.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with hydrology and water quality.

#### LAND USE PLANNING

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This section will include a detailed discussion of the project entitlements as it relates to the existing General Plan, Zoning Code, and other local regulations. We will discuss and map the existing and planned land uses and the character of the region. The local, regional, state, and federal jurisdictions potentially affected by the project will be identified, as well as their respective plans, policies, laws, and regulations (including zoning), and potentially sensitive land uses. We will evaluate the proposed project for consistency the General Plan, the Zoning Ordinance, and other local planning documents. Planned development and land use trends in the region will be identified based on currently available plans. Reasonably foreseeable future development projects within the region will be noted, and the potential land use impacts associated with the project will be presented.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to ensure consistency with the existing and planned land uses.

#### MINERAL RESOURCES

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This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the

region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented. It is anticipated that mineral resources may be determined to be less than significant in the Initial Study and may not require a full EIR section. In this event, we will include a discussion of the findings from the Initial Study in a separate section this any other environmental topics that were found to be less then significant in the Initial Study.

## NOISE

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This section will incorporate the Noise Study prepared by MD Acoustics under Task 4. The current scope involves expanding the study to cover the full 1050 acres at a programmatic level, with a project-level analysis for the 75-acre Wilson Homes development area and the East Shepard Master Plan Area controlled by Wilson Homes. The scope of the noise study is as follows:

- Background Review and Baseline Conditions
  - Review relevant project and site background information, base graphics showing the site vicinity, the proposed project and adjacent land uses.
  - Discuss with the Client and the Lead Agency project details including, the Technical Noise and Vibration Study approach, the existence of any known noise producers that could impact the study areas that need to be addressed within the technical study and the best locations for noise measurements.
  - Visit the project site and perform up to seven (7) 15-minute noise measurements (short-term) throughout the Plan Area and document baseline conditions.
- Construction Noise and Vibration
  - Evaluate the potential for construction noise impacts at the Project Level and at the Programmatic Level; determine if they are likely to exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
  - Evaluate the potential for ground borne vibration impacts at the Project Level and the Programmatic Level; determine if they are likely to result in vibration damage or annoyance or exceed applicable City standards at sensitive receptors; and recommend mitigation measures to help reduce impacts to sensitive receptors, if necessary.
- Traffic Noise
  - Calculate existing and existing plus project traffic noise levels at the Project Level and at the Programmatic Level using FHWA modeling techniques.
  - Model future traffic noise levels associated with roadways at the Project Level and at the Programmatic Level to determine possible traffic impacts to future residential land uses.
- Operational Noise

- Qualitatively discuss any potential operational noise impacts from noise generating land uses to at the Project Level and Programmatic Level in light of the City's noise ordinance.
- Technical Noise and Vibration Report/CEQA Checklist Analysis
  - Provide a Project Level and Programmatic Level noise study.
- Meetings
  - Attend up to two (2) City meetings (via conference call) during the Technical Noise Study process.
  - Note: If in person meetings are required, MD will bill on a T&M basis per schedule outlined in Exhibit A.
- Response to Comments
  - Provide up to two (2) sets of response to comments and one set of combined client/agency comments for each of the individual project specific noise impact analyses.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with noise.

#### POPULATION AND HOUSING

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This section will begin with a detailed discussion of existing population and housing trends within the city. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the City. Potential impacts related to the existing housing supply and the future availability of housing will be addressed. This section will include population growth and housing unit forecasts associated with full buildout of the proposed project and General Plan. It is anticipated that population and housing will be determined to be less than significant in the Initial Study and may not require a full EIR section. Growth inducing impacts will be discussed in the EIR section 4.0 Other CEQA Sections.

#### PUBLIC SERVICES/RECREATION

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Implementation of the project has the potential to result in impacts to the public services and recreation. Specifically, implementation of the project may result in a significant increase in demand for public services and recreation in the project area and may result in level of service impacts to police, fire, and emergency service providers, as well as park and open space facilities.

We will contact public service and recreation providers in order to determine existing service levels in the project areas. This would include documentation regarding existing staff levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. We will review master plans from such public service and recreation providers. We will describe City policies, programs, and standards associated with the provision of public services and utilities.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation

measures that should be implemented reduce impacts associated with public services and recreation.

#### TRANSPORTATION AND CIRCULATION

This section will incorporate the Transportation Impact Analysis (TIA) prepared by LSA Associates. The scope of the TIA is as follows:

**Project Approach:** Based on our review of the City's Request for Proposals and LSA's knowledge of the local interest in the proposed Project, LSA understands that the City of Clovis is seeking to prepare a comprehensive and robust EIR to satisfy the requirements of CEQA. As part of the EIR, LSA will be preparing a TIA to satisfy requirements of CEQA. The TIA scope of work includes a program-level analysis of expanding the City's Sphere of Influence (SOI) by approximately 750 acres (ac), and a project-level analysis of annexing 300 ac and developing residential uses.

**Project Understanding:** The City is considering a request by the project applicant, Great Big Land, Inc., to urbanize approximately 1050 ac currently outside of the City's SOI. The proposed Project would include an SOI amendment, GPA, annexation into the City, pre-zone, tract map approval, and residential site plan review. The following provides a summary of the proposed Project. The SOI amendment would include a request to amend the City's existing SOI to add approximately 1,050 ac. This area would be comprised of the 300 ac project site, and an additional 750 ac for future development. For purposes of this analysis, it has been assumed the 300 ac development be considered as Phase 1 while the additional 750 ac considered under Phase 2. Additionally, the 300 ac project site (Phase 1) will be developed in three sub-phases, with the first phase (Phase 1A) including 75 ac, the next phase (Phase 1B) including an additional 163 ac and the remaining 62 ac as the final sub phase (Phase 1C). The TIA will include a CEQA Vehicle Miles Traveled (VMT) analysis and a Local Transportation Analysis (LTA). The VMT analysis will include a project level VMT analysis for Phase 1A and AB combined, a separate project level VMT analysis for Phase 1C and a plan level VMT analysis for Phase 2. For purposes of the LTA, Phases 1A, 1B and 1C will be separately evaluated to identify potential circulation improvements required for each sub-phase under Phase 1.

**TASK 1: PROJECT ALTERNATIVES ANALYSIS** Based on our understanding of the project, the project applicant intends to evaluate land use options that will provide the greatest benefits to the local community while having the lowest environmental impacts. The ultimate goal will be to identify a project alternative that will be self-sustainable while reducing project related vehicle miles traveled (VMT) and greenhouse gas emissions (GHG). As part of this project, LSA will evaluate up to four land use alternatives at a plan level for the entire 1,050 ac. The evaluation will be conducted using the Fresno COG Activity Based Model (ABM) in consultation with Fresno COG staff.

**TASK 2: TRANSPORTATION IMPACT ANALYSIS** - The proposed development is anticipated to include a project-level analysis for 300 ac that would be annexed into the City, and a program-level analysis of the additional 750 ac that would be brought into the City's SOI. Therefore, this scope of work takes into consideration both the project-level analysis (Phase 1) and the program-level analysis (Phase 2) for preparation of the Transportation Impact Analysis (TIA).

Additionally, the 300 ac project site (Phase 1) will be developed in three sub-phases, with the first phase (Phase 1A) including 75 ac, the next phase (Phase 1B) including an additional 163 ac and the remaining 62 ac as the final sub phase (Phase 1C).

The City has not yet established a formal update to its TIA guidelines. However, for the purpose of developing this scope of work, the Interim Transportation Analysis Guidelines (dated July 2020) have been used. The Interim TIA guidelines require a TIA for projects in Clovis to include a VMT analysis (to fulfil CEQA requirements), as well as a Local Transportation Analysis (LTA). Based on the Interim TIA guidelines, the following scope of work has been prepared:

- Project Phases 1A & 1B VMT Analysis. It is our understanding that the Phase 1A & 1B development of the project will require a project level analysis. The VMT analysis will calculate the project-generated VMT per capita using the Fresno Council of Governments (COG) Activity-Based Model (ABM). This will be compared to Fresno County's per-capita VMT. Per the City's guidelines, a significant project-generated VMT impact would occur if the Project's VMT per capita exceeds 13 percent below the existing countywide average. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.
- Project Phases 1C VMT Analysis. It is our understanding that the Phase 1C development of the project will require a project level analysis. The VMT analysis will calculate the project-generated VMT per capita using the Fresno Council of Governments (COG) Activity-Based Model (ABM). This will be compared to Fresno County's per-capita VMT. Per the City's guidelines, a significant project-generated VMT impact would occur if the Project's VMT per capita exceeds 13 percent below the existing countywide average. In the case of a significant VMT impact, appropriate mitigation measures to offset the VMT impacts will be recommended based on discussion with City staff.
- Project Phase 2 VMT Analysis. It is our understanding that the Phase 2 development of the project will require a program-level analysis. As such, the combination of Phase 1 and Phase 2 needs to be evaluated as a master plan or a specific plan. The corresponding VMT analysis needs to be prepared considering the entire project as a "plan". The City's current Interim TIA guidelines do not include any specific guidance for evaluating plans. Therefore, for purposes of this analysis, the "plan" level VMT analysis can be prepared following the Fresno COG VMT guidelines. As such, LSA will discuss with City staff the most appropriate approach prior to preparation of the VMT analysis for the "plan".
- Local Transportation Analysis. The LTA for the proposed Project will be prepared to meet the requirements established by the City of Clovis and Caltrans. The LTA will include analysis of both Phase 1 (project-level analysis) and Phase 2 (program-level analysis). It is our understanding that that Phase 2 of the project will not require any General Plan amendment or zone change. Therefore, traffic generated from a portion of Phase 2 of the project is already analyzed in the General Plan. As such, no additional traffic will be generated from Phase 2 compared to what has already been evaluated in

the General Plan. Thus, the Phase 2 analysis needs to evaluate intersections and roadway segments in and around the Phase 2 study area to determine roadway and intersection design within the project area. The scope of work for this LTA has been prepared based on this understanding of the project.

The primary objective of the analysis will be to study and determine the potential traffic operational issues on the circulation system in the vicinity of the Project site as a result of the proposed Project. The LTA will address existing traffic conditions, future traffic forecasts, and Project-related operational deficiencies and improvements, and will be prepared for submittal to the City and Caltrans.

As stated earlier, the proposed Project will require a GPA. Therefore, based on the City's Interim TIA guidelines, the following seven scenarios will be analyzed:

1. Existing Conditions;
2. Existing Plus Project Conditions;
3. Near-Term Plus Project (Phase 1A) Conditions;
4. Near-Term Plus Project (Phase 1A and Phase 1B) Conditions;
5. Near-Term Plus Project (Phase 1A, Phase 1B and Phase 1C) Conditions
6. Near-Term Plus Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) Conditions;
7. Cumulative Year 2040 Without Project Conditions; and
8. Cumulative Year 2040 Plus Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) Conditions.

Traffic conditions will be examined for the weekday a.m. and p.m. peak-hour conditions for study intersections. The a.m. peak hour is defined as the 1 hour of highest traffic volumes occurring between 7:00 a.m. and 9:00 a.m. The p.m. peak hour is the 1 hour of highest traffic volumes occurring between 4:00 p.m. and 6:00 p.m.

Specific tasks to be performed during the preparation of the LTA are as follows:

- Scoping Agreement Memorandum. Prior to preparation of the LTA, LSA will prepare a scoping agreement memorandum for submittal to the City's Traffic Engineering Manager. This will enable the scope of work to be finalized at the outset of the Project. Weekday a.m. and p.m. peak-hour trip generation for the proposed Project will be developed using rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Upon completion of the memorandum, LSA will submit the analysis to the City to determine the scope for the LTA.
- Coordination with City Staff. Prior to preparation of the traffic study, LSA will consult with City staff to achieve the following:
  - Determine the appropriate study area.
  - Verify study area boundaries and analysis intersections.

- Determine the appropriate near-term and cumulative conditions to be examined in the traffic analysis.
- Verify the acceptability of traffic analysis assumptions, such as the a.m. and p.m. peak hours, Project trip generation, and trip distribution patterns.
- Obtain information regarding the extension of Sunnyside Avenue and the proposed improvements at the intersection of Fowler Avenue/Shepherd Avenue.
- Identify any other traffic issues that will need to be addressed in the study.
- Per the City's TIA guidelines, the LTA study area must include the following:
  - Pedestrian, bicycle, and transit facilities within 0.5 mile from the Project site boundary;
  - All intersections that would provide direct access to the Project site;
  - All signalized intersections within 0.5 mile of the Project site boundary where the Project would add 50 or more peak-hour trips, and signalized intersections beyond 0.5 mile where the Project would add 100 or more peak-hour trips;
  - All unsignalized intersections within 0.5 mile of the Project site boundary where the project would add more than 50 peak-hour trips;
  - All freeway ramp intersections where a project would add 50 or more peak-hour trips.

For the purposes of this scope, LSA anticipates that the traffic analysis will examine 50 intersections, including the Project driveways, and 50 roadway segments. Prior to initiation of the LTA, LSA will prepare a detailed scoping letter for submittal to the City that shows the Project trip generation, distribution, and assignment of Project trips. The scoping letter will identify the final study area based on the Project trip distribution and assignment.

In addition, it is assumed that up to 40 approved and pending projects will need to be included in the analysis. It is also assumed that the City will provide the list of approved and pending projects before the analysis is started. If City staff requires additional intersections, projects, or operational issues that are not covered in this scope, it may be necessary to adjust the scope of work and budget.

- Data Collection & Site Visit. The following data will be required to prepare the traffic analysis for the proposed Project:
  - Site Visit. LSA staff will visit the Project site and gather information about lane geometrics, signal timing, signal phasing, roadway widths, etc.
  - Existing Intersection Traffic Counts. Existing intersection turn volumes for the a.m. and p.m. peak periods will need to be collected at all study intersections. Due to the current constraints on collecting new traffic counts, LSA will contact counters to evaluate the option of gathering historic count data at all study intersections. The methodology of developing existing (2020) traffic count data will be finalized in consultation with City staff.

- Information on Cumulative Projects. LSA will contact the City's Planning and Development Department to obtain information about approved or pending projects in the vicinity of the proposed Project so that traffic generated by those projects may be incorporated into the LTA.
- Existing Traffic Conditions. Existing a.m. and p.m. peak-hour traffic conditions and LOS will be assessed for the intersections identified for examination. Intersection LOS will be calculated using the appropriate Highway Capacity Manual, 6th Edition (HCM 6) analysis methodologies using Synchro 10 software. Per the City's TIA guidelines, roadway segment LOS shall be determined using Florida tables.
- Near-Term Without Project (Phase 1A) Traffic Conditions. It is anticipated that Phase 1A of the project will be completed within the next 5 years. Therefore, traffic volumes for near-term without Project (Phase 1A) conditions will be developed by applying a growth rate to existing traffic volumes and by adding traffic volumes from approved and pending projects near the study area. The growth rate will be determined based on consultation with City staff. Information for approved and pending projects near the Project site will be obtained from the City and other adjacent jurisdictions, if required. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.
- Near-Term Without Project (Phase 1A and Phase 1B) Traffic Conditions. It is anticipated that Phase 1A and Phase 1B of the project will be completed within the next 7 years. Therefore, traffic volumes for near-term without Project (Phases 1A and 1B) conditions will be developed by interpolating between near-term Phase 1A without project and cumulative year 2040 without project traffic volumes. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.
- Near-Term Without Project (Phase 1A, Phase 1B, and Phase 1C) Traffic Conditions. It is anticipated that Phase 1A, Phase 1B and Phase 1C of the project will be completed within the next 9 years. Therefore, traffic volumes for near-term without Project (Phases 1A, 1B and 1C) conditions will be developed by interpolating between near-term Phase 1A without project and cumulative year 2040 without project traffic volumes. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.
- Near-Term Without Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) Traffic Conditions. It is anticipated that completion of Phase 2 will occur over the next 10-15 years. Therefore, traffic volumes for near-term without Project (Phase 1A, Phase 1B, Phase 1C and Phase 2) conditions will be developed by interpolating between near-term Phase 1A without project and cumulative year 2040 without project traffic volumes. The City's TIA guidelines do not require analysis of traffic conditions for this scenario. The



volumes developed for this scenario will only be used for developing traffic volumes for the near-term with Project scenario.

- Cumulative Year 2040 Without Project Traffic Conditions. Traffic volumes for cumulative year 2040 without Project conditions will be developed using the Fresno COG ABM. LSA has this model in-house and will run it to obtain the required model plots. The methodology to develop future build-out year without Project traffic volumes at study intersections will be consistent with the Fresno COG's procedures for post-processing of modeled traffic volumes. The resulting intersection and roadway segment LOS will be calculated using the previously discussed methodologies.
- Project Trip Characteristics and Changes to Traffic Patterns. Weekday a.m. and p.m. peak-hour trip generation for the Project will be developed using rates from the ITE Trip Generation Manual (10th Edition) or other source approved by the City. Actual methodology for preparation of the trip generation and distribution will be developed in consultation with City staff. Separate select zone runs will be developed for Phase 1A, Phase 1B, Phase 1C and Phase 2. Because Phase 2 of the project includes 975 acres, LSA proposes to create up to 5 new TAZs to develop the trip distribution and assignment under Phase 2. This will also help in determining trip interactions and internal capture within the project site. Project trips will be distributed based on select zone runs developed using the Fresno COG's ABM and in consultation with City staff. Separate select zone runs will be developed for Phase 1A, Phase 1B and Phase 2. Because Phase 2 of the project includes 975 acres, LSA proposes to create up to 5 new TAZs to develop the trip distribution and assignment under Phase 2. This will also help in determining trip interactions and internal capture within the project site. The Project trip assignment at study intersections will be obtained by multiplying the Project trip distributions at the intersections with the Project trip generation.
- Existing, Near-Term, and Cumulative Year 2040 with Project Traffic Conditions. Effects of the Project on traffic will be evaluated by adding the Project trip assignment to the corresponding without Project conditions. The resulting intersection and roadway segment LOS for each scenario will be calculated using the previously discussed methodologies.
- Analysis of Traffic Operations and Recommended Circulation Improvements. Intersection and roadway segment LOS without the Project will be compared to the intersection and roadway segment LOS with the Project for each of the analysis scenarios to determine operational deficiencies. Furthermore, necessary improvements will be recommended to offset these deficiencies. Improvements may include intersection turn lanes, signalization, and segment lane additions. The LOS with the proposed improvements will be calculated and summarized, along with a comparison of the LOS without improvements.
- Signal Warrant Analysis. Peak-hour approach volumes for the study intersections will be examined to determine whether signalization may be warranted at an unsignalized study intersection per the criteria defined in the California supplement of the Manual on Uniform Traffic Control Devices (CA-MUTCD).

- Intersection Queuing Analysis. Per the City's TIA guidelines, an intersection queuing analysis is required to be conducted at all study area intersections. The queuing analysis will be prepared using Synchro for signalized intersections and SimTraffic for unsignalized intersections. Improvements will be recommended if queuing deficiencies are observed at study intersections.
- Regional Transportation Mitigation Fee (RTMF)/Fair-Share Contributions. LSA will evaluate whether the recommended improvements identified in the LTA are included as part of the Fresno COG RTMF program or any other fee program. If it is determined that the improvement is not covered through any such fee program, the Project's fair-share cost contribution will be calculated based on Project traffic as a percentage of total growth from existing to cumulative year 2040 conditions.
- Site Access and Circulation Analysis. The City's TIA guidelines require a detailed site access and circulation analysis to be included in the TIA to address safe and acceptable traffic operations. For purposes of this scope, LSA will evaluate intersection sight distance, location and distance of proposed primary access points from nearby intersections, pedestrian paths of travel, and other issues after discussions with City staff.
- LTA Optional Task: Freeway Analysis. Caltrans has been requesting freeway mainline and ramp merge/diverge analysis for projects in the vicinity of freeway facilities. Freeway analysis needs to be conducted under all analysis scenarios for ramps where there are over 100 two-way peak-hour trips, as well as the mainline segments adjacent to those ramps. Because of the proximity of the proposed Project to State Route (SR) 168, it is anticipated that the Project may add over 100 two-way peak-hour trips at the freeway ramps. Therefore, a freeway analysis will be required to satisfy Caltrans requirements for preparation of the traffic analysis. The analysis will be conducted using HCM 6 methodologies and the Highway Capacity Software.
- Meetings. It is anticipated that LSA's Transportation Department staff will attend up to six meetings (including four public hearings) related to the processing of the proposed Project. The cost for attending up to six meetings is included within our budget. If LSA Transportation staff is required to attend additional meetings, a contract amendment may be required.
- Work Products. LSA will prepare a draft TIA report documenting analysis methodologies, existing conditions, near-term and cumulative year 2040 conditions, operational deficiencies, recommended improvements, and the Project contribution to these improvements.

The draft TIA will be submitted to the client for review and submittal to the City. This scope and budget includes one review/revision of the TIA to address City comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate.

Upon revision, the final report will be submitted to the City as an Adobe Acrobat PDF file. The Project VMT Analysis task would take 4 weeks to complete following issuance

of the Notice to Proceed (NTP). The Local Transportation Analysis task would take 10 weeks to complete following issuance of the NTP.

**TASK 3: PUBLIC HEARINGS:** LSA will attend two Planning Commission hearings and two City Council hearings. Attendance at additional meetings can be added to the scope as additional services, and an estimated cost for attendance is included in Section F, Project Cost.

**TASK 4: PROJECT MANAGEMENT AND MEETINGS:** Ambarish Mukherjee will undertake a variety of general project management tasks throughout the process of preparing the TIA. Mr. Mukherjee will provide input on scope, budget, and scheduling of the TIA and quality assurance for all work products. He will review all in-house prepared text, tables, and graphics before these materials are presented to the City as draft review documents.

Mr. Mukherjee will also be in charge of the day-to-day activities associated with the proposed Project. Project management tasks include regular client contact; oversight of team members; and development of products. As Project Manager, Mr. Mukherjee will attend all meetings and maintain a project schedule. He will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the City in a timely manner. He will also provide direction to all team members that will ensure an internally consistent, coherent document.

Mr. Mukherjee, and LSA transportation staff, as appropriate, will be available to meet with the project team to discuss about transportation related issues of the project. The proposed cost estimate includes attendance by Mr. Mukherjee at the project kick-off meeting. In addition, LSA has budgeted (under this task) for attendance at up to three in-person or teleconference team meetings with the City.

#### UTILITIES AND SERVICES SYSTEMS

This section will focus on wastewater, water, and storm drainage infrastructure, as well as other utilities (i.e. solid waste, gas, electric, etc.) that are needed to serve the proposed project. We understand that the City and/or applicant will provide us with utilities studies/calculations for our use in this section. This section will provide an analysis, including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with utilities and service systems. A brief description of the wastewater, storm drainage, and water assessments are provided below.

**Wastewater:** We will analyze the impacts associated with on-site and off-site construction of the conveyance system, including temporary impacts associated with the construction phase. We will present the proposed infrastructure as provided by the developer's engineer. This will likely include a system of gravity pipes, pump station(s), and a forcemain(s). Lastly, we will discuss the disposal methods and location, including environmental impacts and permit requirements associated with disposal of treated wastewater. We will address the potential for the use of recycled water for irrigation to the extent allowed by the City's Waste Discharge Permit issued by the RWQCB.

**Storm Drain:** We will analyze the impacts associated with on-site and off-site construction of the storm drainage system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer’s engineer. We will review the proposed system for consistency with the City’s Master Storm Drain Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR (i.e. flood hazards), although the focus of this section will be on the environmental impacts associated with the system.

**Water Supply:** The EIR will require a Water Supply Assessment (SB 610/AB 221 Assessment) to support the analysis. We understand that the City will commission one of their consultants to prepare this document, and that once prepared it will be provided to De Novo for use in the EIR. We will utilize the water demand and supply calculations and conclusions in the EIR. We will analyze the impacts associated with on-site and off-site construction of the water system, including temporary impacts associated with the construction phase. We will identify permit requirements and mitigations needed to minimize and/or avoid impacts. We will present the proposed infrastructure as provided by the developer’s engineer. This will likely include a looped system of pipes, storage, wells, and pump station(s). We will review the proposed system for consistency with the City’s Master Water Plan. This section will include some information that will also be presented in the hydrology and water quality section of the EIR although the focus of this section will be on the environmental impacts associated with the system.

#### ALTERNATIVES

De Novo will coordinate with City staff to formulate up to three (3) alternatives for analysis in the EIR as required by the CEQA Guidelines. Our efforts will result in an EIR that will include an examination of a range of reasonable alternatives that could feasibly achieve the basic objectives of the project.

The CEQA Guidelines require that a “No Project” alternative be analyzed among the range of alternatives. An alternative location must also be analyzed unless it is determined by the lead agency that a feasible alternative location does not exist. If the lead agency determines that an alternative location does not exist, it must disclose the reasons for this conclusion in the EIR.

The alternatives section will provide a description and comparison of the alternatives. Finally, an environmental superior alternative will be selected. From our experience with similar EIRs, we will provide suggested alternatives for City staff to consider. Once the alternatives are initially formulated, they will be presented at the public scoping meeting and refined based on public input.

#### OTHER CEQA REQUIREMENTS

The section will include the other required CEQA sections including issues previously determined to be less than significant, growth-inducing impacts, significant irreversible environmental effects, and a summary of significant and unavoidable impacts.

## REPORT PREPARERS AND REFERENCES

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This section will provide a list of all persons, agencies, and references used to prepare the EIR.

### TASK 6 SCREEN-CHECK DRAFT EIR

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Comments received from City staff regarding the Administrative Draft EIR will be incorporated into a Screen-check Draft EIR for a final review by City staff prior to public circulation.

#### *Deliverables:*

- *One (1) electronic copy of the Screen-check Draft EIR with appendices, in MS Word and PDF format.*

### TASK 7 PUBLIC DRAFT EIR

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Comments received from City staff regarding the Screen-check Draft EIR will be incorporated into the Draft EIR for public circulation. After the document is finalized, we will publish the document and distribute it with the proper notices to the State Clearinghouse and the County Clerk. We will anticipate that the City will publish a notice in a newspaper of regional circulation and will mail out the Notice of Availability to the City's distribution list. Additional press releases can be accommodated at the request of City staff.

#### *Deliverables:*

- *One electronic copy of the Draft EIR with appendices, in MS Word and PDF format.*
- *Twenty (20) hard copies of the Draft EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*
- *One (1) stamped copy of the Notice of Completion.*

### TASK 8 PREPARE FINAL EIR AND MMRP

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Upon completion of the public review period De Novo will prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the EIR text. Any additional text will be marked in underline format and any deleted text will be marked in ~~strikeout~~ format. All responses will be prepared pursuant to Section 15088 of the State CEQA Guidelines and provided to City staff for review.

We anticipate 50 or fewer comment letters, eight to ten pages in length. Excessively long comment letters, or those that are complicated and require a significant effort and/or additional analysis to respond to are considered outside the scope of work and cost estimate.

We will include a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The MMRP will consolidate information contained in the environmental analysis, including the specific mitigation measure, the party responsible for implementation, the party responsible for monitoring, the time frame for implementation, and a section for confirmation of implementation.

Comments received from City staff regarding the Administrative Final EIR will be incorporated into a Screen-check Final EIR for a final review by City staff prior to public circulation.

Comments received from City staff regarding the Screen-check Final EIR will be incorporated into the Final EIR for public circulation. After the document is finalized we will produce the document and deliver it to the City for distribution with the proper notices.

*Deliverables:*

- *One (1) electronic copy of the Administrative Final EIR with appendices, in MS Word and PDF format.*
- *One (1) electronic copy of the Screen-check Final EIR with appendices, in MS Word and PDF format.*
- *Twenty (20) hard copies of the Final EIR printed and bound with a Compact Disc (CD) or flash drive of the technical appendices attached to the inside of the back cover of the EIR.*

#### TASK 9 PUBLIC NOTICES

De Novo will be responsible for preparation of all public noticing requirements required under CEQA, including but not limited to, the Notice of Preparation, Notice of Completions, Notice of Availability, and Notice of Determination. This task assumes one round of revisions for each notice prepared. City staff will be responsible for mailing any of the notices locally; however, De Novo will be responsible for any required submittals to the State Clearinghouse. The City will be responsible for Planning Commission and City Council noticing.

*Deliverables:*

- *Notice of Completion for NOP and Draft EIR filing at the SCH*
- *Notice of Preparation for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Availability for filing with the County Clerk, SCH, City website, and legal ad*
- *Notice of Determination for filing with the County Clerk and SCH*  
*(Note: We have not budgeted for the cost of CDFW or County Clerk filing fees for the NOD. We anticipate these to be paid by the project applicant.)*

#### TASK 10 STATEMENT OF OVERRIDING CONSIDERATIONS AND FINDINGS OF FACT

De Novo will prepare the required CEQA Findings of Fact, and Statement of Overriding Considerations pursuant to requirements of Sections 15091 and 15093 of the State CEQA Guidelines. These deliverables will be prepared using the City's format and will be provided to City staff for an administrative review. Comments received from staff regarding the administrative draft will be incorporated into a Screencheck and final version of these deliverables for use by the City as necessary.

*Deliverables:*

- *One (1) electronic copy of the Administrative findings of fact, and statement of overriding considerations, in MS Word and PDF format.*

- *One (1) electronic copy of the Screencheck findings of fact, and statement of overriding considerations, in MS Word and PDF format.*
- *One (1) electronic copy of the Final findings of fact, and statement of overriding considerations, in MS Word and PDF format.*

#### TASK 11 PUBLIC HEARINGS

In addition to the scoping meeting following preparation of the NOP, De Novo will attend up to two (2) Planning Commission hearings and two (2) City Council hearings. At each of the hearings, De Novo will work with City staff to prepare a PowerPoint presentation related to the CEQA portion of the project and address CEQA-related questions or comments that may come up. Each additional hearing/meeting will be charged on a time and materials basis not to exceed \$900/meeting.

#### TASK 12: PROJECT MANAGEMENT

This task includes time related to project management, including but not limited to, invoicing, check-in calls and/or meetings, throughout preparation of the EIR, and other project management related tasks. This task assumes bi-weekly check in calls, as well as up to three (3) in-person meetings with City staff and/or applicant, as needed.

## PROJECT SCHEDULE

<i>Project Task</i>	<i>Time Period (days)</i>	<i>Start</i>	<i>Finish</i>
Contract Award/Notice to Proceed	--	1-Mar-21	1-Mar-21
<b>Task 1 – Project Kickoff, Data Collection, and Background Information</b>			
Meet w/ City re: communication, deliverables	3	1-Mar-21	4-Mar-21
Collect background documents	2	4-Mar-21	6-Mar-21
<b>Task 2 &amp; 3 – NOP, Scoping Meeting, Project Description, and Alternatives</b>			
NOP, Project Description, and Alternatives	14	6-Mar-21	20-Mar-21
<i>Staff Administrative Review</i>	<i>5</i>	<i>20-Mar-21</i>	<i>25-Mar-21</i>
Complete Public NOP	5	25-Mar-21	30-Mar-21
<i>Statutory 30-day Public Review Period</i>	<i>30</i>	<i>30-Mar-21</i>	<i>29-Apr-21</i>
Public Scoping Meeting (tentative date)	20	19-Apr-21	19-Apr-21
<b>Task 4, 5, 6, &amp; 7 – Technical Studies, Admin Draft, Screencheck, and Public Review Draft EIR</b>			
Biological Resources Study	45	6-Mar-21	20-Apr-21
Cultural Resources Study	45	6-Mar-21	20-Apr-21
Traffic Study	120	6-Mar-21	4-Jul-21
Noise Study	90	6-Mar-21	4-Jun-21
Air Quality and Greenhouse Gas Study	90	6-Mar-21	4-Jun-21
Complete Administrative Draft EIR	145	6-Mar-21	29-Jul-21
<i>Staff Administrative Review</i>	<i>21</i>	<i>29-Jul-21</i>	<i>19-Aug-21</i>
Screen-check Draft EIR	21	19-Aug-21	9-Sep-21
<i>Staff Administrative Review</i>	<i>7</i>	<i>9-Sep-21</i>	<i>16-Sep-21</i>
Complete Public Draft EIR	7	16-Sep-21	23-Sep-21
<i>Statutory 45-day Public Review Period</i>	<i>45</i>	<i>23-Sep-21</i>	<i>7-Nov-21</i>
<b>Task 7, 8, and 9 – Final EIR and MMRP</b>			
Complete Administrative Final EIR	30	7-Nov-21	7-Dec-21
<i>Staff Administrative Review</i>	<i>14</i>	<i>7-Dec-21</i>	<i>21-Dec-21</i>
Screen-check Final EIR	14	21-Dec-21	4-Jan-22
Complete Admin Staff Report / Findings / Overriding Considerations	7	7-Dec-21	14-Dec-21
<i>Staff Review Staff Report / Findings / Overriding Considerations</i>	<i>7</i>	<i>14-Dec-21</i>	<i>21-Dec-21</i>
Complete Final EIR/Schedule Approval Hearing	7	21-Dec-21	28-Dec-21
Planning Commission Hearing	10	28-Dec-21	7-Jan-22
City Council Hearing	10	7-Jan-22	17-Jan-22



## PROJECT COST

Task #	Task Description	McMurtry Principal/PM \$150	Ritchie Principal \$150	Carroll Senior \$130	Smith Associate \$110	Dahla Associate \$105	De Novo GIS/Admin \$95	Subconsultants			Direct Costs	Totals
								LSA Traffic	Peak Cultural	MD Acoustics Noise		
<b>1 Project Kickoff, Data Collection, and Background Information</b>												
1.1	Kickoff call w/ City re: communication, deliverables	1.0		1.0								2.0
1.2	Collect background documents	1.0		1.0	1.0	1.0	1.0					5.0
1.3	Refine scope/schedule as needed	1.0										1.0
	<i>Subtotal</i>	3.0	0.0	2.0	1.0	1.0	1.0					8.0
	<i>Task 1</i>	\$ 450.00	\$ -	\$ 260.00	\$ 110.00	\$ 105.00	\$ 95.00	\$ -	\$ -	\$ -	\$ -	\$ 1,020.00
<b>2 Notice of Preparation and Scoping Meeting</b>												
2.1	Prepare Admin Initial Study and NOP	4.0		8.0		32.0	6.0					50.0
2.2	Prepare NOP for Public Review	1.0		2.0		4.0	1.0			\$ 600.00		8.0
2.3	Scoping Meeting	5.0		5.0								10.0
	<i>Subtotal</i>	10.0	0.0	15.0	0.0	36.0	7.0					68.0
	<i>Task 2</i>	\$ 1,500.00	\$ -	\$ 1,950.00	\$ -	\$ 3,780.00	\$ 665.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 8,495.00
<b>3 Project Description and Alternatives</b>												
3.1	Prepare Draft Project Description	2.0		12.0			2.0					16.0
3.2	Prepare Draft Alternatives	2.0		12.0			1.0					15.0
3.3	Prepare Final Project Description and Alternatives	1.0		5.0								6.0
	<i>Subtotal</i>	5.0	0.0	29.0	0.0	0.0	3.0					37.0
	<i>Task 3</i>	\$ 750.00	\$ -	\$ 3,770.00	\$ -	\$ -	\$ 285.00	\$ -	\$ -	\$ -	\$ -	\$ 4,805.00
<b>4 Technical Studies</b>												
4.1	Air Quality and Greenhouse Gas Emissions	2.0		4.0	45.0		2.0					53.0
4.2	Biological Resources	90.0		4.0			4.0					98.0
4.3	Cultural Resources	2.0		4.0					\$ 23,072.00			6.0
4.3	Noise	2.0		4.0						\$ 16,000.00		6.0
4.3	Traffic Impact Assessment	2.0		4.0				\$ 179,375.00				6.0
	<i>Subtotal</i>	98.0	0.0	20.0	45.0	0.0	6.0					169.0
	<i>Task 4</i>	\$ 14,700.00	\$ -	\$ 2,600.00	\$ 4,950.00	\$ -	\$ 570.00	\$ 179,375.00	\$ 23,072.00	\$ 16,000.00	\$ -	\$ 241,267.00
<b>5 Prepare Administrative Draft EIR</b>												
5.1	Cover/Table of Contents/Graphics/GIS	1.0		2.0			12.0					15.0
5.2	Executive Summary/Introduction	1.0		1.0			8.0					10.0
5.3	Project Description	2.0		2.0			6.0					10.0
5.4	Aesthetics	2.0		18.0								20.0
5.5	Agricultural Resources	2.0		32.0								34.0
5.6	Air Quality	2.0		2.0	8.0							12.0
5.7	Biological Resources	2.0		2.0			8.0					12.0
5.8	Cultural Resources	2.0		2.0			8.0					12.0
5.9	Geology/Soils	2.0		24.0								26.0
5.10	Greenhouse Gases and Climate Change	2.0		2.0	8.0							12.0
5.11	Hazards/Hazardous Materials	2.0		2.0			24.0			\$ 800.00		28.0
5.12	Hydrology/Water Quality	2.0		24.0								26.0
5.13	Land Use Planning and Population	2.0		24.0								26.0
5.14	Noise	2.0		2.0			8.0					12.0
5.15	Public Services	2.0		24.0								26.0
5.16	Transportation/Circulation	2.0		2.0			12.0					16.0
5.17	Utilities	2.0		2.0			24.0					28.0
5.18	Cumulative Impacts	2.0		2.0			32.0					36.0
5.19	Alternatives	2.0		38.0								40.0
5.20	Other Mandated CEQA Sections	1.0		18.0								19.0
5.21	Report Preparers and References	1.0		1.0								2.0
5.22	Expanded Programmatic Discussion of SOI Area	6.0		10.0	18.0		18.0					52.0
5.23	Produce Admin. Draft EIR	4.0		4.0				8.0				16.0
5.24	Document Preparation/Management	12.0	24.0	1.0	1.0	1.0	2.0					41.0
	<i>Subtotal</i>	60.0	24.0	241.0	35.0	149.0	22.0					531.0
	<i>Task 5</i>	\$ 9,000.00	\$ 3,600.00	\$ 31,330.00	\$ 3,850.00	\$ 15,645.00	\$ 2,090.00	\$ -	\$ -	\$ -	\$ 800.00	\$ 66,315.00





To: City of Clovis Councilmembers and Staff

Re: Please deny the request to amend the City’s Sphere of Influence

The proposed Sphere of Influence (SOI) boundary change goes directly against several smart growth policies adopted in the *2010 San Joaquin Valley Blueprint* (planning document at fresnocog.org) and in the *City of Clovis 2014 General Plan*.

In the *Blueprint* document, there are 13 adopted smart growth principles. The *City of Clovis 2014 General Plan* includes, and directly mirrors, *Blueprint* Principles 1 to 12, but does not expound on *Blueprint* Principle #13.

The proposed SOI amendment goes directly against at least 4 of the *Blueprint* principles:

- Principle #7: Preserve **open space**, farmland, natural beauty and critical environmental areas.
- Principle #9: Strengthen and direct development towards **existing communities**.
- Principle #12: Support actions that encourage **environmental resource management**.
- Principle #13: Plan for future **water needs**.

(*Blueprint* Principles #7, #9, and #12 correspond to *City of Clovis* Policies #6.2.G, #6.2.I, and #6.2.L respectively.)

*Blueprint* Principle #7 maintains that open space preservation supports smart growth goals by bolstering local economies, preserving critical environmental areas, improving our communities’ quality of life, and guiding new growth into existing communities.

*Blueprint* Principle #9 directs development toward existing communities already served by infrastructure, seeking to utilize the resources that existing neighborhoods offer, and conserve open space and irreplaceable natural resources on the urban fringe.

*Blueprint* Principle #12 promotes the informed use, management and protection of water, land, air, and related natural resources of the Fresno County region.

*Blueprint* Principle #13 supports long-term water resource sustainability by encouraging the identification, preservation and restoration of natural resources (wetlands, flood plains, recharge zones, open space, native habitats) for flood protection, water quality improvement, and groundwater recharge.

The area under consideration for this proposed City of Clovis SOI expansion near Shephard and Fowler, currently has open space and environmental resources that could be severely impacted or reduced should the SOI expansion be approved. In accordance with the smart growth principles outlined above, and to maintain the integrity of the local environment, we plead you to deny the request to increase the City’s Sphere of Influence in this area.

Signatures ----->

Elena Bowen  
Printed Name

Elena Bowen  
Signature

John Bowen  
Printed Name

John Bowen  
Signature

Joanna Johnston  
Printed Name

Joanna Johnston  
Signature

GARY KENT  
Printed Name

Gary Kent  
Signature

Cheryl R. Kent  
Printed Name

Cheryl R. Kent  
Signature

Kay G. Farmer  
Printed Name

Kay G. Farmer  
Signature

ROBERT FARMER  
Printed Name

Robert Farmer  
Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

**RESOLUTION 21-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT  
WITH DE NOVO PLANNING GROUP FOR THE PREPARATION OF AN  
ENVIRONMENTAL IMPACT REPORT AND RELATED SERVICES**

**WHEREAS**, a request from Wilson Premier Homes was received by the City of Clovis to amend the Clovis Sphere of Influence; and

**WHEREAS**, the City requires assistance from an external consulting firm to assist with the preparation of an Environmental Impact Report and related services for purposes of analyzing potential environmental effects, related to a request for a Sphere of Influence Amendment to include approximately 1,050 acres generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam, pursuant to the California Environmental Quality Act; and

**WHEREAS**, after soliciting proposals through a Request for Proposals process, De Novo Planning Group was selected to perform these services based on their substantial experience with the preparation of Environmental Impact Reports and technical studies for similar projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Clovis Council approves the consultant agreement with De Novo Planning Group attached hereto as **Attachment A** addressing the preparation of an Environmental Impact Report and related services, and authorizes the City Manager to execute the consultant agreement with De Novo Planning Group.

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 1, 2021, by the following vote, to wit.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

DATED: March 1, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# ATTACHMENT A

## CITY OF CLOVIS CONSULTANT SERVICE AGREEMENT

### NORTH OF SHEPHERD SPHERE OF INFLUENCE EXPANSION

This Consultant Services Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and De Novo Planning Group, a California Corporation ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on March 1, 2021 ("Effective Date").

#### RECITALS

- A. City desires to obtain planning and environmental study services ("Services") for the proposed North of Shepherd Sphere of Influence Expansion Area Project ("Project") as more fully described in the Scope of Work for the Project (**Exhibit A**), and Budget for the Project (**Exhibit B**), which are incorporated herein by reference.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

#### AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibits A** and **B**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement conflict with **Exhibits A** or **B**, the terms of this Agreement shall control. No contractual terms and/or conditions found in **Exhibits A** or **B** shall purport to waive, disclaim, or limit Consultant's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.
3. Term of Agreement; Commencement of Services; Schedule. The term of this Agreement shall commence on the Effective Date, and Consultant shall begin performing the Services on that date, unless otherwise instructed by City. The Services shall proceed in accordance with the Task Schedule set forth in **Exhibits A** and **B**, and Consultant shall continue with the Services until satisfactorily completed, as determined by City. The Task Schedule shall be subject to modification based on the City's operational needs. City will notify Consultant in advance of any modification to the Task Schedule.
4. Payment for Services. City shall pay Consultant for the Services performed pursuant to this Agreement according to the rate(s) stated in **Exhibit B**. The individual budget amounts for each task, and the cumulative



budget totals, paid by City to Consultant shall not exceed the amounts set forth in **Exhibit B**. The foregoing is inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement.

Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and amounts expended to date, which shall reflect the City's initial deposit.

Consultant recognizes that the Project is being initiated by the development community, with the principal developer being Wilson Homes ("Developer"). City will be entering into a contract with Wilson Homes to fund most of the costs of the Services. Therefore, City's ability to pay Consultant for the Services will be dependent in substantial part on payment by the Developer.

After receipt of Consultant's monthly invoice, City shall apply funds from any Developer deposit made for the purposes of funding the Project and make payment to Consultant within thirty (30) days after receipt of invoice. If Developer funds on deposit are insufficient to cover the invoice, City shall take reasonable steps to ensure that payment to Consultant for its invoice is made to Consultant within sixty (60) days of submittal to the City; provided, however, the parties acknowledge and agree that payment to Consultant for the invoice shall not be due and payable from the City until such time as City has sufficient funds on deposit from Developer to pay such invoice amount.

Should the Developer decide to abandon the Project by not making further deposits to City, City and Developer will work cooperatively together to terminate the Services or otherwise negotiate amendments to this Agreement.

5. Independent Contractor Status. Consultant and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards.

7. Identity of Subcontractors and Sub-Consultants. Consultant shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, Consultant intends to utilize in Consultant's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Consultant shall only employ subcontractors pre-approved by City and in no event shall Consultant replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Consultant shall be liable to City for the performance of Consultant's subcontractors.

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if

any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects or work for which Consultant's services are rendered, or any publicity pertaining to the Consultant's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. Unless **Exhibit A** specifically provides that the Services City seeks pursuant to this Agreement are exclusive to Consultant, this Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon fourteen (14) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit C**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Consultant or its subcontractors relating to the performance of Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or willful misconduct, subject to any limitations imposed by law. Consultant and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

- a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.
- b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.
- c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.
- d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this

Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

32. Non-Discrimination. Consultant shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

33. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 17 of this Agreement, if the Services performed hereunder are not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Consultant to correct the work in conformity with the requirements of this Agreement at no additional increase in the payment to Consultant. Consultant shall promptly correct the work rejected by City for failing to conform to the requirements of the Agreement. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Consultant to take all necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement. In the event Consultant fails to correct the work or fails to take necessary steps to ensure future performance of the Services in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

CONSULTANT

CITY OF CLOVIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Luke Serpa, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Party Identification and Contact Information:

**Consultant**

Company Name  
Attn: Name  
Title  
Address  
City, State  
\_\_\_\_\_ [E-Mail Address]  
\_\_\_\_\_ [Phone Number]

**City of Clovis**

Department Name  
Attn: Name  
Title  
1033 Fifth Street  
Clovis, CA 93612  
\_\_\_\_\_ [E-Mail Address]  
\_\_\_\_\_ [Phone Number]

ATTEST

\_\_\_\_\_  
John Holt, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Scott G. Cross, City Attorney

# **EXHIBIT A SCOPE OF WORK**

**EXHIBIT B**  
**BUDGET AND TASK SCHEDULE**



## EXHIBIT C

# INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit C**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than \$2,000,000.00 per occurrence or claim and \$2,000,000 in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.

# **EXHIBIT D SIGNING AUTHORITY**

## RESOLUTION 21-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVIS  
APPROVING AN APPLICATION FOR THE UPDATE OF THE CITY OF CLOVIS  
SPHERE OF INFLUENCE**

**WHEREAS**, at a meeting on March 1, 2021, the Clovis City Council did consider expansion of the City of Clovis Sphere of Influence proposed pursuant to Chapter 4 of the Local Government Reorganization Act of 2000; and

**WHEREAS**, a Sphere of Influence is the boundary adopted by the Fresno Local Agency Formation Commission that designates a municipality's probable future urban area within which annexations to the City can take place; and

**WHEREAS**, said proposal consists of the addition of approximately 1,050 acres to the existing City of Clovis SOI consisting of parcels generally located north of Shepherd Avenue to Behymer Avenue, from Sunnyside Avenue to the Big Dry Creek Dam; and

**WHEREAS**, the City of Clovis has determined that the parcels to be included in the SOI Expansion will facilitate and encourage orderly growth and development which are essential to the social, fiscal, and economic wellbeing of the community; and

**WHEREAS**, an Environmental Impact Report and appropriate technical studies will be prepared to determine the potential environmental effects associated with the amendment pursuant to the California Environmental Quality Act; and

**WHEREAS**, prior to annexations proposed in the expanded Sphere of Influence area, the City shall demonstrate that it has sufficient capacity to provide urban services to the annexation project area and areas within 1/8 mile of the site in accordance with the Clovis General Plan, and City adopted master service delivery plans for Sewer, Water, and Recycled Water.

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Clovis approves the submittal of an Application to the Fresno Local Agency Formation Commission, requesting the Sphere of Influence Update proceedings be conducted pursuant to the Local Government Reorganization Act of 2000.

\* \* \* \* \*

The foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Clovis held on March 1, 2021, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

DATED: March 1, 2021

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk